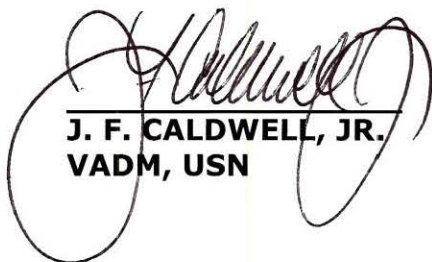


NAVAL INSPECTOR GENERAL

REPORT OF INVESTIGATION

Subj: SENIOR OFFICIAL CASE: 201301221 ALLEGED VIOLATIONS OF
THE JOINT TRAVEL REGULATIONS, ABUSIVE LEADERSHIP,
IMPEDING AN INVESTIGATION, ^{(b) (6), (b) (7)(C)} BY MARK D.
RIDLEY, DEPUTY DIRECTOR, NAVAL CRIMINAL INVESTIGATIVE
SERVICE




J. F. CALDWELL, JR.
VADM, USN

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Office of the Naval Inspector General**Case Number: 201301221****Report of Investigation****3 Jul 2014**

Subj: SENIOR OFFICIAL CASE: 201301221 ALLEGED VIOLATIONS OF THE JOINT TRAVEL REGULATIONS, (b) (6), (b) (7)(C), IMPEDING AN INVESTIGATION, (b) (6), (b) (7)(C) BY MARK D. RIDLEY, DEPUTY DIRECTOR, NAVAL CRIMINAL INVESTIGATIVE SERVICE

***********PRELIMINARY STATEMENT**

1. In February 2010, the Secretary of the Navy appointed Special Agent (SA) Mark Ridley as the Deputy Director, Naval Criminal Investigative Service (NCIS). On March 1, 2013, (b) (6), (b) (7)(C), retired from the position as Director, NCIS. On March 3, 2013, the Secretary appointed Deputy Director Ridley as the Acting Director, NCIS. Deputy Director Ridley served as both the Acting Director and Deputy Director until October 7, 2013, when the Secretary appointed Andrew L. Traver as the Director, NCIS.

2. Deputy Director Ridley has served in various leadership roles in NCIS, including Executive Assistant Director, Deputy Assistant Director, and Special Agent in Charge (SAC). He has more than 26 years of experience at NCIS.

3. In a letter dated April 15, 2013, to the Secretary, an anonymous complainant made various assertions regarding Deputy Director Ridley. The complainant asserted that Deputy Director Ridley (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) traveled to African and Caribbean nations "in furtherance of his position" on the board of the National Organization of Black Law Enforcement Executives (NOBLE) and not for the benefit of the Department of the Navy. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

4. During the course of our investigation witnesses brought matters to our attention that indicated that Deputy Director Ridley may have impeded an investigation of allegations of misconduct by a Supervisory Special Agent assigned to an NCIS field office. The Department of Defense Office of the Inspector General (DoD IG) had previously received a complaint that Deputy Director Ridley impeded the investigation and forwarded it to us for investigation. The complainant subsequently withdrew the complaint. In consultation with DoD IG, we closed the investigation with no action based on the complainant's withdrawal. Upon receipt of the additional information provided by witnesses, we reopened and investigated the allegation.

5. We formed the following eight allegations:

Allegation #1:

(b) (6),
(b) (7)
(c)

Conclusion: The allegation is not substantiated.

Allegation #2: That Deputy Director Ridley submitted a travel voucher for and collected per diem payments (lodging and meals and incidental expenses (M&IE)) for September 18, 2010, for a TDY trip to Paris in violation of the Joint Travel Regulations (JTR), Volume 2 (DoD Civilians), dated July 1, 1965 (as amended), Section C1060, Subparagraph D.4, "Rest Period at TDY Point before Reporting for Duty," and Defense Finance and Accounting Service (DFAS) Regulation 37-1, "Finance and Accounting Policy Implementation, " dated January 2000, Section 100302, "TDY Travel," Paragraph C.1.

Conclusion: The allegation is substantiated.

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Allegation #3: That Deputy Director Ridley submitted a travel voucher for and collected per diem lodging expenses at a double occupancy rate for September 19 to 22, 2010, for a TDY trip to Paris in violation of JTR C4552 E, "General Rules Regarding Per Diem."

Conclusion: The allegation is substantiated.

Allegation #4: (b) (6), (b) (7)(C) [REDACTED]

Conclusion: The allegation is not substantiated.

Allegation #5: (b) (6), (b) (7)(C) [REDACTED]

Conclusion: The allegation is not substantiated.

Allegation #6: (b) (6), (b) (7)(C) [REDACTED]

Conclusion: The allegation is not substantiated.

Allegation #7: That Deputy Director Ridley impeded an investigation of misconduct by a Supervisory Special Agent in violation NCIS-1 (Administrative Manual), Chapter 5, Inspector General Matters.

Conclusion: The allegation is substantiated.

Allegation #8: (b) (6), (b) (7)(C) [REDACTED]

Conclusion: The allegation is not substantiated.

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6. In this Report of Investigation (ROI), we address the allegations in three parts. First, we address the allegations related to TDY travel. (b) (6), (b) (7)(C)

In the third part we address the allegation of impeding the misconduct investigation and (b) (6), (b) (7)(c).

7. On March 11, 2014, we informed Deputy Director Ridley of our tentative conclusions. In our Preliminary Report of Investigation (PROI), we tentatively substantiated allegations #2, #3, #4, #5, #7, and #8. We provided Deputy Director Ridley, through his attorney, with a copy of our PROI and gave him the opportunity to comment on our tentative conclusions.

8. In a letter, dated April 1, 2014, Deputy Director Ridley responded to our PROI with a written declaration and his attorney responded in a letter. They contested our tentative conclusions. Regarding Deputy Director Ridley's (b) (6), (b) (7)(c) (allegations #4 and #5), Deputy Director Ridley and his attorney provided additional information. Based on the additional material, we changed our tentative conclusions and determined that allegations #4 and #5 are not substantiated. (b) (6), (b) (7)(c)

9. (b) (6), (b) (7)(C)

10. Regarding allegations #2, #3, and #7, we stand by our tentative conclusions and concluded that the allegations are substantiated. We address Deputy Director Ridley's declaration and his attorney's letter after the analysis sections of the appropriate portions of the ROI.

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TRAVEL-RELATED ALLEGATIONS - ALLEGATIONS #1 - #5**Allegation #1:**(b) (6),
(b) (7)
(c)**Conclusion:** The allegation is not substantiated.

Allegation #2: That Deputy Director Ridley submitted a travel voucher for and collected per diem payments (lodging and (M&IE)) for September 18, 2010, for a TDY trip to Paris in violation of the JTR C1060, Subparagraph D.4, "Rest Period at TDY Point before Reporting for Duty," and DFAS Regulation 37-1, Paragraph 100302 C.1.

Conclusion: The allegation is substantiated.

Allegation #3: That Deputy Director Ridley submitted a travel voucher for and collected per diem lodging expenses at a double occupancy rate for September 19 to 22, 2010, for a TDY trip to Paris in violation of JTR C4552 E, "General Rules Regarding Per Diem."

Conclusion: The allegation is substantiated.**Allegation #4:**(b) (6), (b)
(7)(C)**Conclusion:** The allegation is not substantiated.**Allegation #5:**(b) (6), (b)
(7)(C)**Conclusion:** The allegation is not substantiated.**BACKGROUND - ALLEGATIONS #1 - #5**

11. The Defense Travel System (DTS) is a fully-integrated, automated, end-to-end travel management system that enables DoD

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travelers to create authorizations and reservations, receive approvals, generate travel vouchers, and receive a split disbursement between their bank account and their Government Travel Charge Card (GTCC) account. NCIS Headquarters personnel use DTS for TDY travel.

12. The JTR requires travelers to submit travel vouchers within 5 working days of returning from a TDY trip. DTS is used to prepare travel vouchers. Travelers digitally sign the travel vouchers using their Common Access Card (CAC).

13. At NCIS Headquarters, employees assigned to the travel section review travel vouchers after the traveler digitally signs the voucher. DTS notifies reviewers when a travel voucher has been signed and is awaiting processing.

14. If the reviewer discovers an error with a voucher the reviewer can make a change to the voucher or return the voucher to the traveler. When vouchers are returned, DTS sends the traveler an e-mail message informing them that the reviewer returned the voucher. DTS also identifies the reason for which the reviewer returned the voucher. Reviewers digitally sign the voucher after their review.

15. The reviewer forwards complete and correct travel vouchers to the Approving Official (AO). AOs are responsible for approving and certifying travel claims for validity. With regard to Deputy Director Ridley's TDY travel, AOs are NCIS employees assigned to directorates and appointed as AOs in addition to their primary duties. AOs digitally sign the voucher when they approve a voucher.

16. DTS is an auditable system. DTS date stamps (with date and time) each step, from creating to archiving, of the travel voucher process. DTS also notes the name of the person that digitally signed the voucher at each step.

17. (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (b) (6), (b) (7)(C) [REDACTED]

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(b) (6), (b) (7) (c)

18. Based on the complaint, we reviewed DTS records for Deputy Director Ridley's overseas TDY trips from 2010 to the present.

(b) (6), (b) (7) (C)

19. (b) (6), (b) (7) (C)

20. We interviewed Deputy Director Ridley twice regarding his TDY travel. We also interviewed witnesses who had relevant information. We collected relevant documentary evidence, including itineraries, agendas, and e-mails.

21. In this report, we address the allegations regarding Deputy Director Ridley's TDY travel in five parts. We address:

- (b) (6), (b) (7) (C)
- (b) (6), (b) (7) (C)
- Other Overseas TDY Trips;
- Domestic TDY Trips; and
- (b) (6), (b) (7) (c)

22. For each of the TDY trips we examined the following areas:

- Primary purpose for the travel: official business or personal travel;
- (b) (6), (b) (7) (C)

¹

(b)
(6)
(b)

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- Claims in excess of the General Services Administration (GSA) maximum allowable per diem rate;
- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)
- Unnecessary expenses charged to the Navy.

23. Using the above listed criteria we had concerns with two overseas TDY trips. We discuss both of those trips, in detail, below. We also discovered that Deputy Director Ridley received an overpayment for reimbursable expenses for one overseas trip. We also discuss this overpayment.

FINDINGS OF FACT - ALLEGATIONS #1 - #5

(b) (6), (b) (7)(C)

24. (b) (6), (b) (7)(C)

Paris

25. Deputy Director Ridley was TDY to Paris, France, from Friday, September 17, 2010, (he arrived in Paris on Saturday, September 18) until Thursday, September 23. Deputy Director Ridley's (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)
 , also traveled TDY to Paris.

26. Deputy Director Ridley and (b) (6), (b) (7)(C) traveled to Paris to attend the International Association of Chiefs of Police (IACP) Global Policing Summit. The Global Policing Summit was held on Tuesday, September 21, and Wednesday, September 22.

27. The event agenda establishes that on Monday, September 20, there was registration from 1600 to 2200 and a dinner from 1800 to 2200. The agenda also lists registration on Tuesday,

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September 21, from 0700 to 0830. The Opening Ceremony is listed at 0830.

28. Deputy Director Ridley's flight from Dulles International Airport was scheduled to depart on Friday, September 17, at 1721, connect in Amsterdam, and arrive at Paris Charles de Gaulle Airport on Saturday, September 18, at 0655. Deputy Director Ridley's hotel receipt establishes that he checked into the hotel at 1139.

29. (b) (6), (b) (7)(C) traveled from Norfolk, VA, to Paris.

(b) (6), (b) (7)(C) departed Norfolk on Saturday, September 18.

(b) (6), (b) (7)(C) connected through Dulles International airport. From Dulles he connected in Amsterdam and flew on to Paris. His flights were the same flight numbers as those flown by Deputy Director Ridley the day before. (b) (6), (b) (7)(C) was scheduled to arrive at Paris Charles de Gaulle Airport on Sunday, September 19, at 0655.

30. Law enforcement officials from more than 40 nations attended the Global Policing Summit. (b) (6), (b) (7)(C) stated that NCIS personnel attend such events "to conduct liaison . . . with senior officials that could help us when there's a ship visit in their countries and things of this nature." (b) (6), (b) (7)(C) testified that with regard to the Global Policing Summit, one reason that Deputy Director Ridley attended was because it gave Deputy Director Ridley an opportunity to meet with law enforcement officials from French-speaking countries in Africa where NCIS performs missions. (b) (6), (b) (7)(C) stated:

. . . this specific trip was important because at this conference they host a lot of the Chiefs of Police that are in Africa, particularly the Francophone [French-speaking] countries where the liaison with those senior officials was important for the engagement on the continent of Africa where we had NCIS force protection detachments, for example in Senegal, Morocco, Ghana, so forth. So that was one of the reasons why Mr. Ridley had wanted to go to this particular one.

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31. Deputy Director Ridley stated that because the Global Policing Summit took place nearly three years before the interview, he could not recall what official business he performed on Monday. He testified, "I'm certain I would have some kind of liaison type action on that Monday, but I don't recall exactly what that was." (b) (6), (b) (7)(C) testified that meals during conferences, generally, are important because they help "build partnerships."

32. The Global Policing Summit organizers arranged for special rates for lodging accommodations for attendees. The room rates had separate prices based on occupancy. At the hotel where Deputy Director Ridley and (b) (6), (b) (7)(C) stayed, a single room was \$256.21 (190 €) and a double room was \$275.93 (205 €). The maximum allowable per diem rate for lodging in Paris in 2010 was \$283.00 per night.

33. Deputy Director Ridley stayed at the hotel for five nights. His spouse stayed with him at the hotel. The hotel charged Deputy Director Ridley the double occupancy rate. Deputy Director Ridley's lodging cost for his stay in Paris was \$1,379.65.

34. (b) (6), (b) (7)(C) stayed at the hotel for four nights. The hotel charged (b) (6), (b) (7)(C) the single occupancy rate. (b) (6), (b) (7)(C) lodging cost was \$1024.84.

35. Deputy Director Ridley's travel voucher includes lodging costs for Paris for five nights at \$275.93 per night for \$1,379.65. (b) (6), (b) (7)(C) claimed \$1,024.84, four nights of lodging, on his travel voucher.

36. Mr. Ridley testified that he did not know that there was an additional charge for the room based on double occupancy. He stated that had he known that he was charged for his spouse staying in the room he would have paid the additional charge. He stated:

So I would've had no idea that I was paying for an extra person. If I did, I would've paid for it. The ladies [Administrative Assistants] know me. I'm very

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much a stickler for not charging the government for anything that (b) (6), (b) (7) (c) .

37. On Thursday, September 23, Deputy Director Ridley and (b) (6), (b) (7) (C) departed Paris and traveled to Accra, Ghana. The (b) (6), (b) (7) (C) of the (b) (6), (b) (7) (C) who was stationed in Naples, Italy, joined them for this portion of the TDY travel. (b) (6), (b) (7) (c)

(b) (6), (b) (7) (C)

38. (b) (6), (b) (7) (C)

39. (b) (6), (b) (7) (C)

40. (b) (6), (b) (7) (C)

41. (b) (6), (b) (7) (C)

42. (b) (6), (b) (7) (C)

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(b) (6), (b) (7)(C)

43. (b) (6), (b) (7)(C)

44. (b) (6), (b) (7)(C)

45. (b) (6), (b) (7)(C)

46. (b) (6), (b) (7)(C)

47. (b) (6), (b) (7)(C)

48. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

49. (b) (6), (b) (7)(C)

50. (b) (6), (b) (7)(C)

51. (b) (6), (b) (7)(C)

²

(b)
(6)
(b)
(7)
(C)

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(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

52. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

53. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

54. (b) (6), (b) (7)(C) [REDACTED]

- (b) (6), (b) (7)(C) [REDACTED]
- (b) (6), (b) (7)(C) [REDACTED]
- (b) (6), (b) (7)(C) [REDACTED]
- (b) (6), (b) (7)(C) [REDACTED]

55. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]

56. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]

57. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

58. (b) (6), (b) (7)(C) [REDACTED]

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- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)

59. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

60. (b) (6), (b) (7)(C)

61. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

62. (b) (6), (b) (7)(C)

63. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

64. Deputy Director Ridley went on five additional overseas TDY trips during the time period we examined. These trips were to:

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1. Bahrain; 2. Manila - Kuala Lumpur - Singapore - Sasebo - Yokosuka; 3. Guam - Honolulu; 4. Stuttgart - Naples - Rome - Rota - Lyon; 5. Seoul - Okinawa - Yokosuka.

65. Of these five trips, we determined that Deputy Director Ridley received excess reimbursement for a trip to Bahrain. We identified no other concerns with any of the five trips.

Bahrain

66. Deputy Director Ridley was TDY to Bahrain from February 27, 2010, (he arrived in Bahrain on February 28) until March 5, 2010. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) traveled with Deputy Director Ridley to Bahrain.³ While at Bahrain, Deputy Director Ridley, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) stayed at the Ritz-Carlton Hotel.

67. On February 16 and 18, an Administrative Assistant assigned to the NCIS Middle East Field Office at Naval Support Activity (NSA) Bahrain contacted the Navy Gateway Inns and Suites (NGIS) to arrange for Deputy Director Ridley's, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) lodging. NGIS records establish that rooms were not available on NSA Bahrain and that NGIS made three reservations at the Ritz-Carlton Hotel.

68. Deputy Director Ridley, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) each stayed in a standard room. The Ritz-Carlton Hotel charged \$509.36 per night for Deputy Director Ridley's room. The room charge for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) rooms was \$139.48 per night for each room. At the time of the stay, the government room rate for a standard room reserved through NGIS at the Ritz-Carlton Hotel was \$139.48 with no additional charges. The rate that the Ritz-Carlton charged Deputy Director Ridley was a non-discounted rate. The maximum allowable per diem rate for lodging in Bahrain in 2010 was \$272.00 per night.

³ At the time of the trip (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C).

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69. Records provided by the Ritz-Carlton Hotel establish that NGIS made (b) (6), (b) (7)(C) reservation on February 18, (b) (6), (b) (7)(C) reservation on February 21, and Deputy Director Ridley's reservation on February 28. A Ritz-Carlton Hotel employee stated that when NGIS made Deputy Director Ridley's reservation there were no Government rates available and that the standard room rate was charged for Deputy Director Ridley's room.

70. Deputy Director Ridley and (b) (6), (b) (7)(C) stayed at the Ritz-Carlton Hotel for four nights and checked out of the hotel on March 4. Deputy Director Ridley and (b) (6), (b) (7)(C) conducted official business in Bahrain on March 4 and were driven to the airport at 2200 for a flight scheduled to depart at 0045 on March 5. (b) (6), (b) (7)(C) remained in Bahrain and checked out of the hotel on March 6.

71. Deputy Director Ridley's receipt establishes that the \$509.36 cost per night included a "Room Charge Exclusive" of \$421.83, a "Service Charge - Rooms" of \$63.27 and "Govt. Levy - Rooms" of \$24.26 per night.

72. (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C), confirmed that his office made the room reservations for Deputy Director Ridley, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) could not recall who from his office made the reservation but he did recall being told that the room rate was "approximately about \$400 per night." He stated that at the time there was a Formula 1 race and that during the race "rooms are at a premium." (b) (6), (b) (7)(C) also testified that he did not know that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) room rates were less than Deputy Director Ridley's room rate.

73. Deputy Director Ridley testified that he was unaware that the room rate exceeded maximum allowable per diem rate. He testified the room he occupied "was the room that they [Middle East Field Office] arranged for me to stay in." Deputy Director Ridley denied that he directed the field office to reserve a room for him that exceeded the per diem rate. He stated, "never, ever do I do that." Deputy Director Ridley also stated that he did not know that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) paid

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less for their rooms than he did. Deputy Director Ridley testified:

(b) (6), (b) (7)(C) always schedules the trips for me and always works with the field office to put me in a room. I'm not a picky person. Anyone will tell you here I'm a very low maintenance person and it's a get the job done kind of thing. So whatever they book for me is what I do and I don't compare my receipts versus someone else's receipts. I just don't think I have to do that.

74. DTS establishes that on March 15, 2010, a voucher (Original Voucher) was prepared and digitally signed with Deputy Director Ridley's CAC.⁴ The Original Voucher includes:

- Transportation expenses: \$2,422.16;
- Lodging expenses: \$1,687.32;
- M&IE: \$806.00; and
- Other Expenses: \$428.37

75. Transportation expenses include the cost of air fare (\$2,398.60) and the amount authorized for travel by private vehicle from Deputy Director Ridley's home to the airport (\$23.56--47 miles at \$.50 per mile).⁵

76. Lodging expense includes \$421.83 per night for four nights.

77. M&IE includes two travel days with partial per diem payment (\$93.00 per day) and five days of full payment (\$124.00 per day).

⁴ The dates for all the actions taken with regard to the travel voucher discussed below come from the DTS Document History.

⁵ The expense for travel by private vehicle was improperly computed and should have been \$23.50 and not \$23.56.

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78. Other expenses includes:

- Hotel Room Tax of \$253.08 ("Service Charge - Rooms" at \$63.27 per night for 4 nights)
- Hotel Sales Tax of \$97.04 ("Govt. Levy - Rooms" of \$24.26 per night)
- Laundry Expense of \$11.20
- Foreign Currency Exchange of \$21.24
- Taxi-Terminal of \$22.25
- Pvt Auto-Terminal of \$23.56⁶

79. On March 16, a travel specialist assigned to the NCIS travel section (First Reviewer) reviewed the voucher through DTS.⁷ The First Reviewer returned the voucher to Deputy Director Ridley because the air travel receipt had not been included with the voucher. The First Reviewer testified that she reviewed the voucher and but for the lack of the receipt for air travel receipt, the voucher was correct and she had no other concerns with the voucher.

80. On April 9, 2010, Deputy Director Ridley's (b) (6), (b) (7) (c) uploaded the air travel receipt into DTS. DTS records establish that in addition to uploading the air travel receipts, the Original Voucher was changed. The (b) (6), (b) (7) (c) signed the voucher (Amended Voucher) with Deputy Director Ridley's CAC.

81. In the Amended Voucher the Administrative Assistant changed the lodging cost from \$421.83 to \$1,064.00 for each of the four nights. Additionally, the (b) (6), (b) (7) (c) added a room charge of \$1,064.99 for March 4. The total amount claimed for lodging changed from \$2,422.16 in the Original Voucher to \$5,320.00 in the Amended Voucher. Otherwise, the vouchers are the same.

⁶ This amount was also claimed as a transportation expense.

⁷ All actions taken on the voucher are electronic and made through DTS.

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82. The (b)(6),(b)(7)(c) testified that she prepared the Original Voucher and the Amended Voucher. She said she used Deputy Director Ridley's CAC and Personal Identification Number (PIN) to sign the Original and Amended Vouchers, on March 15 and April 9, 2010, respectively. She recalled scanning and uploading the air travel receipt on April 9.

83. Regarding the change of the hotel charge from \$421.83 to \$1,064.00 per night and adding an additional night at \$1,064.00, the (b)(6),(b)(7)(c) stated, "I never put these figures in." She also testified: "it boggles my mind that that even happened."

84. Deputy Director Ridley testified that consistent with his practice while at NCIS Headquarters, he did not prepare his voucher for the Bahrain trip. He testified that he was unaware that the Original Voucher had been changed and he did not know why the price for the room had been changed. Deputy Director Ridley stated:

I don't know anything about that, but I wouldn't have paid \$1,000 for a room without knowingly. I wouldn't have knowingly done that.

85. On April 9, 2010, a second travel specialist (Second Reviewer) from the travel section reviewed the Amended Voucher. The Second Reviewer digitally signed the voucher 4 minutes after the (b)(6),(b)(7)(c) digitally signed it. The Second Reviewer testified that other than confirming that the air travel receipt was uploaded, she did not review the voucher. She stated: "I looked at the e-ticket receipt and not the voucher." The Second Reviewer testified that she had assumed that the First Reviewer had returned the voucher after reviewing the entire voucher and that the only discrepancy was that the air travel receipt was not attached.

86. On April 14, 2010, the AO approved the voucher for payment. The AO testified that she has been an AO for from between (b)(6),(b)(7)(c) years and currently approves travel for 40 NCIS employees assigned to the (b)(6),(b)(7)(c)). She

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stated that she took on-line training when she became an AO and has not received any training since.

87. The AO testified that she was not certain why she approved Deputy Director Ridley's travel voucher in this instance because Deputy Director Ridley is assigned to the Front Office and not (b) (6). She thought it might be because the Front Office AO was not present.

88. The AO testified that she did not recall approving the voucher. She said that her general practice was to rely on the reviewer's review. She stated:

So I do a cursory review and make sure, of course that the receipts are there. And then I also make sure that the line of accounting that they're using is the correct line of accounting that is supposed to go with his particular trip, whatever it might be, and then I approve it. So I rely on, if you want to say that, our travel office.

89. She stated that she did not question the fact that the voucher listed the cost of the room at more than \$1,000 per night. The AO also said that if she had realized that the maximum allowable per diem rate for lodging was \$272 per night that "should have been a red light." The AO characterized her approval of the voucher as "A big mistake on my part."

90. The AO testified that she did not attempt to personally gain anything by approving the voucher. She also stated that she did not intend to provide something of value to Deputy Director Ridley.

91. DTS records establish that on April 16, 2010, Deputy Director Ridley was paid \$8,952.97. Of this sum, \$851.81 was deposited into Deputy Director Ridley's bank account. The remaining \$8,101.16 was paid to Deputy Director Ridley's GTCC account.

92. Deputy Director Ridley testified that he did not realize that he was overpaid for his lodging expenses when the voucher

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was paid. He explained that with DTS the payment for lodging was made directly to his GTCC account and not into his personal account. He testified:

With the split pay, the cost goes directly to [the GTCC account for] the lodging costs. So the only thing I'm going to see ordinarily is going to be whatever the meal and expenses that would come back into my account.

93. Deputy Director Ridley further explained that he did not realize that there was a discrepancy because his travel schedule made his GTCC account difficult to reconcile. He stated:

I didn't notice that I had a credit on that card at all. Here's what happens with the reconciliation of my card. At times they will schedule a trip for me. Because of the op tempo of our trip, the trip will get cancelled. It'll still get billed. My credit card is never - it's never on - it's never in sync and it's never on time. So we continuously have this issue - a problem with ensuring that it is reconciled properly. So that's a hard one to keep up with, but, again, not intentional on my part.

94. On December 30, 2010, Citibank issued a check to Deputy Director Ridley for \$2,337.18 for a credit balance. Deputy Director Ridley testified that when he received the check he was unable to determine why it was issued. He said he therefore asked his Administrative Assistant to audit his travel. He stated:

Again, because of the credit balance on my account, I had [the Administrative Assistant] audit preceding travel from the previous several months to ensure I didn't have a discrepancy with my Citi account. Over the next several weeks [the Administrative Assistant], conducted extensive reviews of my preceding travel and did not find any discrepancies.

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95. The (b)(6),(b)(7)(c) testified that she recalled Deputy Director Ridley telling her that he had received a check for a credit to his GTCC account and had asked her to review his travel. She stated:

He just asked if I could look at it. He said he had a credit check and he was holding that credit check because he was not exactly sure what it was for. When I looked at his credit card I could not determine what it was for either. It was further back.

96. The (b)(6),(b)(7)(c) testified that Deputy Director Ridley provided her with copies of his prior GTCC account statements. She said that her review was completed "within a day or so." She characterized her review as "thorough."

97. Deputy Director Ridley stated that he deposited the check into his checking account on February 22, 2011.

Domestic TDY Trips.

98. Regarding Deputy Director Ridley's domestic TDY trips, we reviewed travel vouchers for 22 trips that occurred from January 11, 2012, to April 8, 2013. We reviewed itineraries for 16 trips.⁸

99. We found that Deputy Director Ridley often combined TDY locations during a single trip, which saved TDY funds. We also found that he did not stay at a TDY location over a weekend with the exception of one 11-day TDY trip to the West Coast.

100. Of the remaining 21 TDY trips, Deputy Director Ridley incurred lodging costs 6 times for 1-night, 7 times for 2-nights, 6 times for 3-nights, and 2 times for 4-nights.

101. We also found that of the five trips he took to the West Coast, Deputy Director Ridley took "Red Eye" return flights four

⁸ We were unable to obtain the remaining six itineraries because they were not retained in Deputy Director Ridley's office or the NCIS field offices that he visited. Of the six trips, four were for two days, one was for three days, and one was for four days.

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times. These flights saved hotel and per diem costs and limited the amount of time Deputy Director Ridley was away from his office.

Travel in support of NOBLE.

102. (b) (6), (b) (7) (c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

103. (b) (6), (b) (7) (c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

104. (b) (6), (b) (7) (c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

105. (b) (6), (b) (7) (c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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(b) (6), (b) (7) (c)

106. (b) (6), (b) (7) (c)

107. (b) (6), (b) (7) (c)

. . .

(b) (6), (b) (7) (c)

. . .

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(b) (6), (b) (7) (c)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

108. (b) (6), (b) (7) (c)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

APPLICABLE STANDARDS - ALLEGATIONS #1 - #5⁹

109. (b) (6), (b) (7) (c)

[REDACTED]

[REDACTED]

[REDACTED].

110. JTR C1058, "Obligation to Exercise Prudence in Travel," states, in part, that a traveler "must exercise the same care and regard" for government travel as would "a prudent person traveling at personal expense."

111. JTR C1059, "Scheduling Travel," states, in part, that travel should be by the scheduled transportation that most nearly coincides with the departure and arrival times needed to carry out the mission. Further, the standard states, in part, that consideration should be given to duty hours, duty requirements, the traveler's comfort and well-being, the traveler being scheduled for departures before 0600 (unless required by mission), and that travel should be arranged so that

⁹ The JTR is revised and updated monthly. All JTR references are to the paragraph numbers that were applicable when Deputy Director Ridley traveled to Paris and Barbados. The paragraph numbers have subsequently changed.

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the traveler is scheduled to arrive the day before the TDY actually begins.

112. JTR C1060, "Travel During Rest Hours, a Rest Period at a TDY Point After Arrival, or an En Route Rest Stop," states, in part, that transportation should be arranged for the traveler to arrive the day before the TDY actually begins. It also provides that a traveler should not be required to begin travel (leaving home) between 2400 hours and 0600 hours if there is a more reasonable schedule that meets mission requirements.

113. JTR C1060.A.3, "Additional Per Diem for Travel between 0600 and 1200," states that additional per diem may be authorized and approved at a TDY location only if the delay in departing the TDY location permits travel between 0600 and 1200 the day after completing the TDY assignment.

114. JTR C1060.A.3, Example 1, is where a traveler completes official TDY duty on Friday afternoon. To prevent the traveler from traveling between 2400 and 0600 the travel may be authorized to depart on Saturday. The traveler would receive per diem (including lodging) for Friday and Saturday would be a travel day.

115. JTR C1060.A.3, Example 2, is where a traveler is required to attend a conference that starts at 0800 on Monday morning. If the traveler is authorized to depart the permanent duty station on Friday to travel during regular duty hours, payment of per diem is limited to one travel day as though the traveler had departed for the TDY destination on Sunday. Expenses for any additional early days are the traveler's financial responsibility.

116. JTR C1060.D.4, "Rest Period at TDY Point before Reporting for Duty," states that a reasonable rest period, not to exceed 24 hours) at the TDY point is recommended before the traveler reports for duty when the traveler is required to travel overnight (2400 - 0600).

117. JTR C4405, "Justification," states, in part, that a TDY assignment may be authorized and approved only when necessary to

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conduct essential official DoD activity business. The duration of TDY must be no longer than required.

118. JTR C4552.E, "General Rules Regarding Per Diem," states, in part, that the fact that an employee's dependents may accompany the employee on TDY at the employee's personal expense does not affect the employee's per diem rate.

119. (b) (6), (b) (7)(C)

120. (b) (6), (b) (7)(C)

ANALYSIS - ALLEGATION #1 (NOBLE Travel)

121. (b) (6), (b) (7)(c)

122. (b) (6), (b) (7)(c)

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CONCLUSION - ALLEGATION #1

123. The allegation is not substantiated.¹⁰

ANALYSIS - ALLEGATIONS #2 and #3 (Paris Travel)

124. Based on our review of e-mails, itineraries, and witness interviews we determined that Deputy Director Ridley went TDY to Paris to perform official government business and that the travel was necessary. As addressed below, we determined that Deputy Director Ridley arrived in Paris earlier than required and received 1 day of per diem allowances (lodging and M&IE).

125. Deputy Director Ridley departed from Dulles International Airport on Friday evening, September 17, and arrived at Paris Charles de Gaulle Airport on Saturday, September 18, and checked into the hotel at 1139. He traveled to Paris in order to attend the IACP Global Policing Summit. We determined the summit began on Monday, September 20, and ended on Wednesday, September 22.

126. We determined that the dinner that was held on Monday evening was an official event. We noted that it was listed on the event agenda. Additionally, we determined that the dinner provided Deputy Director Ridley an opportunity to liaise with the other attendees in a non-formal setting and that such liaison benefited NCIS's mission. We therefore determined that Deputy Director Ridley's official duties began on Monday at 1800.

127. Deputy Director Ridley was not required to travel on a non-duty day. Accordingly, we find no fault that Deputy Director Ridley traveled on Friday and arrived on Saturday. We determined, however, that the Saturday arrival exceeded the "reasonable rest period" of JTR, C1060, Subparagraph D.4. Accordingly, he was not entitled to per diem allowances (lodging and M&IE) for Saturday.

¹⁰ We also determined that Deputy Director Ridley's NOBLE-related travel did not violate JTR C4405, "Justification," because we concluded that Deputy Director Ridley's travel was primarily for official purposes.

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128. We also determined that Deputy Director Ridley was entitled to per diem allowances for Sunday. We found that had Deputy Director Ridley arrived on Monday, he would not have had a sufficient rest period before his duties began.

129. JTR C1060, Subparagraph A.3, Example 2, is instructive with regard to Deputy Director Ridley's arrival to Paris on Saturday morning for the conference that was scheduled to begin on Tuesday. In Example 2, the traveler attends a conference that starts at 0800 on Monday morning. The example states that if the traveler travels on Friday to travel during regular duty hours, payment of per diem is limited to one travel day. Expenses for any additional days are the traveler's financial responsibility.

130. DFAS Regulation 37-1, Paragraph 100302 C.1, "Early Reporting for TDY," states in part, that travelers may not receive per diem allowances for reporting to TDY locations before the date the TDY is scheduled to begin.

131. We also determined that Deputy Director Ridley was not entitled to the double occupancy rate. Deputy Director Ridley did not assert that he was entitled to the double occupancy rate and attributed the voucher claim to an oversight.

132. By claiming per diem allowance for Saturday (lodging and M&IE) and the double occupancy rate on his voucher, Deputy Director Ridley was overpaid \$520.81. The overpayment is set out below.

<u>AMOUNT AUTHORIZED</u>	<u>AMOUNT CLAIMED</u>	<u>AMOUNT OVERPAID</u>
HOTEL (Sat)		
\$0	\$275.93	\$275.93
HOTEL (Sun-Wed)		
\$1,024.84	\$1,103.72	\$78.88

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M&IE

\$788.50

\$954.50

\$166.00

TOTAL OVERPAID**\$520.81****Deputy Director Ridley's Response to Our Tentative Conclusion**

133. In his declaration, Deputy Director Ridley stated that our investigation established that as a general matter, he is "judicious" with his travel and limits TDY expenses. He added that because the trip to Paris occurred more than three years ago, he did not recall why he traveled on Friday for the conference. He wrote, "I have no way to determine if flights were available the following day [Saturday] three years later." Deputy Director Ridley stated that he believed it was "unwarranted" to conclude that he was overpaid for lodging and M&IE "based on the limited information that was available and absolutely no evidence of any misconduct" on his part.

134. We do not dispute that our investigation established that for the most part, Deputy Director Ridley's travel was proper and that he often limited TDY expenses. We are also sensitive to the fact that this travel was in September 2010.

135. We disagree, however, with his assertion that absent a showing of misconduct, our tentative conclusion is unwarranted. The fact is that Deputy Director Ridley was paid for lodging and M&IE for Saturday, and there is no evidence that he was entitled to this payment. Regarding the assertion that a flight may not have been available on Saturday, we cannot say with 100% certainty that there was an available flight. We do know, however, that (b) (6), (b) (7)(C) did travel on Saturday. Under the circumstances, we concluded that it is Deputy Director Ridley's responsibility to provide evidence that he performed official duty related to the TDY that entitled him to per diem expenses for Saturday or that there were no flights to Paris on Saturday. Accordingly, absent such evidence, we stand by our tentative conclusion.

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136. Regarding the overpayment for the double occupancy room charge, Deputy Director Ridley wrote that until he was informed by us, he was unaware of the charge. He wrote that he agrees with our finding and that he is willing to pay back to the Navy the difference between the single and double occupancy charges.

CONCLUSION - ALLEGATION #2

137. The allegation is substantiated.

CONCLUSION - ALLEGATION #3

138. The allegation is substantiated.

ANALYSIS ALLEGATIONS - #4 and #5 ((b) (6), (b) (7)(C))

139. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

140. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

141. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

142. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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(b) (6), (b) (7)(C)

143. (b) (6), (b) (7)(C)

144. (b) (6), (b) (7)(C)

145. (b) (6), (b) (7)(C)

146. (b) (6), (b) (7)(C)

147. (b) (6), (b) (7)(C)

148. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

149. (b) (6), (b) (7)(C)

CONCLUSION - ALLEGATION #4

150. The allegation is not substantiated.

CONCLUSION - ALLEGATION #5

151. The allegation is not substantiated.

OTHER MATTERS

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

152. (b) (6), (b) (7)(C)

153. (b) (6), (b) (7)(C)

154. (b) (6), (b) (7)(C)

¹¹

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

155. (b) (6), (b) (7)(C)

156. (b) (6), (b) (7)(C)

157. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

12

(b)
(6)
(b)

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158. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED] [REDACTED] [REDACTED]

(b) (6), (b) (7)(C) [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

159. (b) (6), (b) (7)(C) [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

160. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

(b) (6), (b) (7)(C) [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED].

161. (b) (6), (b) (7)(C) [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]

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(b) (6), (b) (7)(C)

162. (b) (6), (b) (7)(C)

163. (b) (6), (b) (7)(C)

164. (b) (6), (b) (7)(C)

Over Payment for Bahrain Travel

165. We determined that Deputy Director Ridley's travel voucher for his TDY trip to Bahrain from February 27 to March 5, 2010, overstated his expenses by \$3,293.76. Based on the travel voucher, the Navy overpaid Deputy Director Ridley for lodging and for a laundry expense.

166. Deputy Director Ridley paid the Ritz-Carlton Hotel \$2,037.44 but the voucher stated the cost was \$5,320.00. We also determined that Deputy Director Ridley was paid \$11.20 for

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a laundry expense. JTR APP G, states that laundry/dry cleaning expenses are not reimbursable for overseas travel.

<u>AMOUNT AUTHORIZED</u>	<u>AMOUNT CLAIMED</u>	<u>AMOUNT OVERPAID</u>
HOTEL		
\$2,037.44	\$5,320.00	\$3,282.56
LAUNDRY		
\$0	\$11.20	\$11.20
TOTAL OVERPAID		\$3,293.76

167. We found no evidence that Deputy Director Ridley intended that a false voucher be submitted. Rather, we determined that Deputy Director Ridley was unaware that the travel voucher was improper. We concluded that the Administrative Assistant changed the price of the lodging on the Amended Voucher when she uploaded the flight receipts.

168. The Administrative Assistant did not provide a reason for changing the cost of lodging and we determined that it was a mistake. We found no evidence that the Administrative Assistant made the change to the Amended Voucher with intent to defraud, and rather, concluded she simply made an innocent error. We noted that the Administrative Assistant had nothing to gain.

169. We also determined that Deputy Director Ridley was not responsible that the Ritz-Carlton charged him a rate far above the maximum allowable per diem rate for lodging. Rather, the evidence establishes that either the Ritz-Carlton mistakenly charged Deputy Director Ridley a non-discounted rate or that NGIS made Deputy Director Ridley's reservation with the Ritz-Carlton so late that there were no rooms available at the discounted Government rate. We found that since the reservation was made in accordance with the standard process (NCIS Administrative Assistant contacted NGIS and received reservation number/NGIS contacting Ritz-Carlton Hotel and made reservation), Deputy Director Ridley could conclude that he was authorized to stay at the hotel and pay the rate charged. We also find no

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fault with Deputy Director Ridley that he did not compare his receipt with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) receipts.

170. As addressed above, on December 30, 2010, Citibank issued a check to Deputy Director Ridley for \$2,337.18. Deputy Director Ridley stated that he did not cash the check until February 22, 2011, after his Administrative Assistant reviewed his travel. We determined that cashing the check was not improper. We did determine, however, that this was a missed opportunity for Deputy Director Ridley to discover that there was a discrepancy in the amount included in his travel voucher and the amount he was charged. We also determined that Deputy Director Ridley is not authorized to retain this money.

Deputy Director Ridley's Response to Our Tentative Conclusion

171. In his declaration Deputy Director Ridley wrote that he was unaware of the overpayment until we brought it to his attention. He wrote that he agrees that the money should be paid back. He added that regarding his depositing the check he received from Citibank was "justified at the time and made in good faith" based on the review of his travel records he had his Administrative Assistant perform.

(b) (6), (b) (7)(C) - ALLEGATION #6

Allegation #6:

(b) (6), (b) (7)(C)

Conclusion: The allegation is not substantiated.

BACKGROUND - ALLEGATION #6

172. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

173. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

174. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

175. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

176. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]

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(b) (6), (b) (7)(C) [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

177. (b) (6), (b) (7)(C) [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

FINDINGS OF FACT - ALLEGATION #6

178. (b) (6), (b) (7)(C) [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

179. (b) (6), (b) (7)(C) [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

13 (b) [REDACTED]
 (6) [REDACTED]
 (b) (7) [REDACTED]
 14 (b) [REDACTED]
 (6) [REDACTED]
 (b) [REDACTED]

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180. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]

181. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

182. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

183. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

184. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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185. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]

(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

186. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

187. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

15 (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]

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(b) (6), (b) (7)
(C)

188. (b) (6), (b) (7)(C)

189. (b) (6), (b) (7)(C)

190. (b) (6), (b) (7)(C)

191. (b) (6), (b) (7)(C)

192. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

193. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

194. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

195. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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196. (b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED]
197. (b) (6), (b) (7)(C) [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
198. (b) (6), (b) (7)(C) [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
199. (b) (6), (b) (7)(C) [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
200. (b) (6), (b) (7)(C) [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
(b) (6), (b) (7)(C) [REDACTED]
[REDACTED]

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(b) (6), (b) (7)(C)

201. (b) (6), (b) (7)(C)

202. (b) (6), (b) (7)(C)

APPLICABLE STANDARD - ALLEGATION #6

203. (b) (6), (b) (7)(C)

. . .

7. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

204. (b) (6), (b) (7)(C)

205. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

ANALYSIS - ALLEGATION #6 (b) (6), (b) (7)(C))

206. (b) (6), (b) (7)(C)

207. (b) (6), (b) (7)(C)

16

(b)
(6)
(b) (7)
(C)

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208. (b) (6), (b) (7)(C)

[REDACTED]

209. (b) (6), (b) (7)(C)

[REDACTED]

210. (b) (6), (b) (7)(C)

[REDACTED]

211. (b) (6), (b) (7)(C)

[REDACTED]

212. (b) (6), (b) (7)(C)

[REDACTED]

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(b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

213. (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONCLUSION -ALLEGATION #6

214. The allegation is not substantiated.

IMPEDING AN INVESTIGATION AND UNTRUTHFUL TESTIMONY - ALLEGATIONS #7 AND #8

Allegation #7: That Deputy Director Ridley impeded an investigation of misconduct by (b) (6), (b) (7)(C) in violation NCIS-1 (Administrative Manual), Chapter 5, Inspector General Matters.

Conclusion: The allegation is substantiated.

Allegation #8: (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Conclusion: The allegation is not substantiated.

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BACKGROUND - ALLEGATIONS #7 and #8

215. In this portion of the Report of Investigation we address an allegation that Deputy Director Ridley impeded an NCIS Inspector General (NCIS IG) investigation of alleged misconduct by a Special Agent. (b) (6), (b) (7)(C)

216. In October 2012, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) had concerns with (b) (6), (b) (7)(C) duty performance and conduct. (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) Special Agent (SSA), assigned to the (b) (6), (b) (7)(C), a subordinate unit to SEFO.

217. (b) (6), (b) (7)(C) concerns related to three areas. These were:

- a. During October (b) (6), (b) (7)(C) submitted multiple drafts of a request for outside employment. The information she provided regarding the nature of the employment was not consistent among the drafts;
- b. (b) (6), (b) (7)(C) was using a Government-leased vehicle (G-Car) for home-to-work (HTW) travel without authority; and
- c. SEFO had completed a review of the SEMP open case files and discovered numerous deficiencies.

218. (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) use of the G-Car. (b) (6), (b) (7)(C) told him that he needed to document his concerns in order for NCIS IG to initiate an investigation of the alleged misconduct. (b) (6), (b) (7)(C) did not inform Deputy Director Ridley at that time.

219. In late October, (b) (6), (b) (7)(C) sent an e-mail to Deputy Director Ridley in which she complained about what she considered mistreatment by (b) (6), (b) (7)(C) and other SEFO managers. Deputy Director Ridley quickly determined that he would send a Staff Assistance Visit (SAV) team to investigate the morale at SEFO.

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220. In her e-mail, (b) (6), (b) (7)(C) also wrote that she was seeking permission for outside employment with a family-owned business. She characterized the employment as working with under privileged children for no pay. Her characterization was false. In July 2012, (b) (6), (b) (7)(C) incorporated a business, (b) (6), (b) (7)(C), in Georgia. Along with her husband, she promoted musical performers and a weekly "Male Review" at a club in Macon, GA.

221. Days after (b) (6), (b) (7)(C) sent her e-mail to Deputy Director Ridley, (b) (6), (b) (7)(C) sent an e-mail to his supervisor, (b) (6), (b) (7)(C), and wrote that he had concerns with (b) (6), (b) (7)(C) and that he was collecting statements from SEFO's (b) (6), (b) (7)(c) Special Agents (b) (6), (b) (7)(c)). (b) (6), (b) (7)(C), in turn, forwarded the e-mail to Deputy Director Ridley.

222. Upon receipt of (b) (6), (b) (7)(C) e-mail, Deputy Director Ridley called (b) (6), (b) (7)(C) and told him that he was sending a SAV team to SEFO and that (b) (6), (b) (7)(C) should "stand down," not collect statements or otherwise investigate the allegations of misconduct by (b) (6), (b) (7)(C). Deputy Director Ridley did not tell (b) (6), (b) (7)(C) that he had previously received an e-mail from (b) (6), (b) (7)(C) and did not disclose the purpose for the SAV. The SAV team was at SEFO from November 5 to 9, 2012.

223. Sometime later in November, a SAV team member discovered the (b) (6), (b) (7)(C) website which established that (b) (6), (b) (7)(C) was engaged in outside employment. The SAV team member was concerned because of the nature of the business. The SAV team member informed the SAV team leader of the business.

224. The SAV team prepared a report documenting low morale among SEFO personnel among a large percentage of SEFO Special Agents. Based on the findings set out in the SAV report, in early-December 2012, Deputy Director Ridley removed (b) (6), (b) (7)(C) from his position as (b) (6), (b) (7)(C) and reassigned him to a position at the Pentagon.

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225. After his removal, (b) (6), (b) (7)(C) contacted the NCIS EEO office and the DoD IG and made various complaints based on the conduct of the SAV and his removal and reassignment.

226. As part of the EEO process, (b) (6), (b) (7)(C) entered into mediation with NCIS. In May 2013, a settlement agreement between (b) (6), (b) (7)(C) and NCIS was finalized. Terms of the agreement included that (b) (6), (b) (7)(C) would withdraw his EEO complaint and most of the allegations from his DoD IG complaint. He also agreed to make a statement to the NCIS IG regarding evidence of misconduct by (b) (6), (b) (7)(C). In return, NCIS agree to investigate the allegations against (b) (6), (b) (7)(C) if warranted. NCIS also agreed to pay (b) (6), (b) (7)(C) a cash settlement and provide other relief.

227. In May 2013, the NCIS IG initiated its investigation of (b) (6), (b) (7)(C) allegations. In a Report of Investigation, dated July 31, 2013, it substantiated, among other things, that (b) (6), (b) (7)(C) engaged in improper outside employment and misused a G-Car.

228. In order to assist the reader, we included a matrix of significant events as an appendix to this report.

FINDINGS OF FACT - ALLEGATIONS #7 and #8

Requests for Outside Employment

229. NCIS-1, (Administrative Manual), Chapter 13, Paragraph 13-18.a, Outside Employment, states that generally, Special Agents are prohibited from engaging in outside employment. It further states that Special Agents may, "on a case-by-case basis," apply for approval for outside employment. To obtain approval, the Special Agent must forward a memorandum to their SAC who, in turn, makes a recommendation regarding whether to approve the request, and forwards the request to the Deputy Assistant Director for Human Capital Development, Code 10D. Paragraph 13-18.a also states that the request will include the proposed position, the number of hours per week for outside employment, and "the reason(s) for wanting the outside employment (i.e., monetary, professional)."

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230. NCIS-1, Chapter 13-18.b, states:

The term outside employment means any employment . . . including self-employment . . . or participation in any business venture whether or not there is any profit to the employee. Self-employment includes any participating interest in a business, corporation, or franchised operation.

231. On Monday, October 1, 2012, (b) (6), (b) (7)(C) sent an e-mail to (b) (6), (b) (7)(C), the then-(b) (6), (b) (7)(C). In the e-mail, (b) (6), (b) (7)(C) wrote: "Please see attached request for outside employment for under privileged kids."

232. In an attached memorandum, (b) (6), (b) (7)(C) wrote that she planned to work for "non-profit organizations . . . for under privileged youths on various weekends." She also wrote in the memorandum that her "involvement will be passing out flyers for upcoming events [and] transporting the kids to and from events."

233. On Wednesday, October 3, at 0907, (b) (6), (b) (7)(C) sent a second e-mail to (b) (6), (b) (7)(C). In this e-mail (b) (6), (b) (7)(C) wrote:

For information purposes, I am assisting at my family owned entertainment business called (b) (6), (b) (7)(C) in Macon, GA. My position entails ordering supplies, equipment for events.

Since this is really not an outside employment, I just wanted to pass this information to HR. I am still available to fulfill my NCIS obligations.

234. At 1022, (b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) e-mail and informed her that what she was proposing constituted outside employment for purposes of NCIS-1. (b) (6), (b) (7)(C) also advised (b) (6), (b) (7)(C) that she should submit an official request for outside employment "via the SAC and we will process the request."

235. At 1052, (b) (6), (b) (7)(C) sent another e-mail to (b) (6), (b) (7)(C), with "cc's" to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) attached a memorandum, dated October 1, to the

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e-mail. In the memorandum, (b) (6), (b) (7)(C) stated that she was requesting permission to "work for a family owned business (b) (6), (b) (7)(C) . . . for under privileged youths on various weekends." The memorandum also stated that she would work on weekends and that she would "be passing out flyers for upcoming events, transporting the kids to and from events, ordering supplies for venues."

236. On Friday, October 12, (b) (6), (b) (7)(C) replied to (b) (6), (b) (7)(C) e-mail and wrote that her memorandum did not contain sufficient detail for (b) (6), (b) (7)(C) to recommend approval of the request to Code 10A. (b) (6), (b) (7)(C) included additional areas that the request should address.

237. On Thursday, October 18, (b) (6), (b) (7)(C) sent an e-mail to (b) (6), (b) (7)(C). She wrote that she believed that based on his October 12 e-mail to her, there was "some miscommunication." She added, "This is not a job; it is passing out flyers; transporting underprivileged kids to their events and ordering supplies." (b) (6), (b) (7)(C) attached to the e-mail an updated request for permission for outside employment memorandum, dated October 17.

Misuse of G-Car Concern

238. On Tuesday, October 16, (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) and asked her about the number of HTW G-Cars at SEMP. In a memorandum for record, dated October 22, (b) (6), (b) (7)(C) wrote that (b) (6), (b) (7)(C) had recently returned from a SAC Conference and upon his return told (b) (6), (b) (7)(C) that SEFO needed to reduce the inventory of G-Cars by 10% and significantly limit the number of G-Cars used for HTW.

239. (b) (6), (b) (7)(C) testified that he called all the three SSAs in the three Resident Agencies that were subordinate to SEFO. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) told him that she used a G-Car for HTW and that he was "shocked" because in June (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) that she was not entitled to HTW. He also said that in June (b) (6), (b) (7)(C) acknowledged in writing that she had read and understood the NCIS G-Car policy.

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Duty Performance Concern

240. The report of a SEFO Field Office Visit to SEMP is dated October 18, 2012. (b) (6), (b) (7)(C) and an SSA assigned to SEFO conducted the visit from September 11 to 17. (b) (6), (b) (7)(C) and the SSA reviewed all of SEMP's then-open case files. The report states that "many logical leads" were not followed in the criminal investigations and "many administrative requirements are not being met." (b) (6), (b) (7)(C) testified that prior to finalizing the report, the SSA had conversations and e-mails with (b) (6), (b) (7)(C) regarding the findings in the visit. He said that the SSA was working with (b) (6), (b) (7)(C) to assist her in correcting deficiencies that were discovered prior to finalizing the report.

241. (b) (6), (b) (7)(C) characterized the report findings as "glaring." He stated that based on the contacts with the SSA, (b) (6), (b) (7)(C) knew prior to October 18 that the report would be negative in tone.

(b) (6), (b) (7)(C) E-mail to Deputy Director Ridley

242. On Friday, October 19, 2012, (b) (6), (b) (7)(C) sent an e-mail to Deputy Director Ridley. The subject of (b) (6), (b) (7)(C) e-mail is "Need your help" (Need-your-help e-mail). In her e-mail (b) (6), (b) (7)(C) raised concerns about how (b) (6), (b) (7)(C), and other SEFO managers and personnel treated her. In the e-mail, (b) (6), (b) (7)(C) also stated that she was entitled to a G-Car for HTW but that (b) (6), (b) (7)(C) told her she was not. She asserted that other SSAs had G-Cars and wrote, "I just don't understand why I am singled out."

243. (b) (6), (b) (7)(C) also wrote in her e-mail that her family has a business in Macon, GA, "working with under privileged kids." She stated that on weekends when she visits her family she assists with the children.

244. (b) (6), (b) (7)(C) further wrote that she had sent a memorandum to Code 10A requesting permission for outside employment but (b) (6), (b) (7)(C) learned that she had made the request directly to Code 10A and told her that the request needed to come to him and

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he would forward it to Code 10A. She wrote she then sent the memorandum to (b) (6), (b) (7)(C) Regarding the outside employment, (b) (6), (b) (7)(C) wrote:

Honestly, I really don't consider this outside employment because my role is passing out flyers and taking the kids to their events and ordering supplies if needed. Once again this is only when I'm in town on the weekends. No pay at all.

245. Deputy Director Ridley testified that he had little interaction with (b) (6), (b) (7)(C) prior to her sending him the e-mail. He said that he met with her "a couple of different times" while serving in leadership positions at NCIS. Deputy Director Ridley estimated that he saw (b) (6), (b) (7)(C) up to five times in the past four years. These meetings took place at training, conferences, or visits to field offices.

246. Deputy Director Ridley testified that he is the senior African-American in NCIS. He said that as a senior African-American he works with junior African-Americans at NCIS. He stated:

So I also get the chance to know if some of the employees might be having issues, or problems, or whatever the case may be. And me, along with the other senior African-Americans, will try to offer up, you know, ideas of how people can work through things at the lowest level.

247. Deputy Director Ridley testified that he knew that (b) (6), (b) (7)(C) had filed at least two Equal Employment Opportunity (EEO) complaints and that he once discussed with her ways to address workplace concerns outside the EEO process. He testified that he had this discussion with (b) (6), (b) (7)(C) at either the Federal Law Enforcement Training Center or when he visited the Singapore Field Office (SNFO) in January 2011. Deputy Director Ridley testified:

I said to her is that EEO is probably not the best way to do business going forward in the future. . . . My

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suggestion is that you reach out to other people that you might know and try to see if they can help you work through it or try to escalate it up the chain of command to the point where you can have a reasonable conversation with a leader. And if it's your first line leader then maybe you go to your second level or your third level, and if you still don't get resolve on that then, you know, call someone in the organization before this gets out of hand.

248. Other than meeting with (b) (6), (b) (7)(C) at events, Deputy Director Ridley testified that he did not have interactions with (b) (6), (b) (7)(C). Deputy Director Ridley denied he told anyone that he was a mentor to (b) (6), (b) (7)(C).

249. (b) (6), (b) (7)(C) testified that she spoke with Deputy Director Ridley when he visited SNFO in January 2011. She said this was the only contact she had with Deputy Director Ridley prior to sending her e-mail. She also denied that he was her mentor.

250. (b) (6), (b) (7)(C) testified that she spoke with Deputy Director Ridley while he was at SNFO about a promotion for which she applied but was not selected. She said that she was told that Deputy Director Ridley was the "final decision maker" for the assignment and that she wanted to discuss why she was not selected. (b) (6), (b) (7)(C) added that based on her non-selection for the position she had contacted the EEO office.¹⁷ She testified she soon decided not to pursue any action.

251. (b) (6), (b) (7)(C) testified that Deputy Director Ridley explained his decision not to select her. She also stated that during the conversation he encouraged her to reach out to him if she needed assistance. She stated that he told her:

That if you have issues such as this you can always pick up the phone and - or send me an email or call me, and I will lay out a plan why and see how they make the decisions that they make.

¹⁷ The EEO office has no record of the contact.

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252. After receiving (b) (6), (b) (7)(C) Need-your-help e-mail, Deputy Director Ridley forwarded it to the then-NCIS (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), in the early evening on Friday, October 19. Deputy Director Ridley wrote, "let's put together a COA [course of action]." (b) (6), (b) (7)(C) responded to Deputy Director Ridley's e-mail later that night, and wrote that he agreed with Deputy Director Ridley that a "management inquiry [of] (SEFO) leadership or something similar" was appropriate.

(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Continuing Interactions

253. On Monday, October 22, at approximately 1630, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) by telephone. (b) (6), (b) (7)(C) testified he discussed with (b) (6), (b) (7)(C) her use of the G-Car during the conversation. He also testified that he recommended minor changes to her October 17 outside employment memorandum. These changes included correcting the numbering of the paragraphs and two other minor changes.

254. On October 22, at 1842, (b) (6), (b) (7)(C) sent an e-mail to (b) (6), (b) (7)(C) regarding her request for outside employment with a memorandum, dated October 17, attached. The memorandum was similar to the memorandum she previously sent to (b) (6), (b) (7)(C) on October 18, but included the corrections suggested by (b) (6), (b) (7)(C) during the earlier telephone conversation. In this memorandum, (b) (6), (b) (7)(C) stated that she was requesting "permission to volunteer" her time for under privileged kids. She also wrote:

The reason for wanting this job is not for monetary gain, but to give back to my community and to work with under privileged kids in the Macon, GA area.

255. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) assisted her with the final version of the request. She added, however, that the final document that she prepared was accurate and true. (b) (6), (b) (7)(C) never disclosed to (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) that she had previously incorporated (b) (6), (b) (7)(C) in Georgia and the true nature of (b) (6), (b) (7)(C) business.

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256. On October 22, at 2149, (b) (6), (b) (7)(C) forwarded (b) (6), (b) (7)(C) e-mail with the October 17 memorandum attached to (b) (6), (b) (7)(C). In his e-mail, (b) (6), (b) (7)(C) wrote:

There are significant changes in her request from her original memo date 01 Oct . . . regarding the functions, responsibilities and hours. (b) (6), (b) (7)(C) also now states that this is actually volunteer work vice outside employment.

(b) (6), (b) (7)(C) Raises His Concerns to His Chain of Command

257. On Monday, October 22, at 2158, (b) (6), (b) (7)(C) sent an e-mail to (b) (6), (b) (7)(C) his immediate supervisor. The subject of the e-mail is "(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) e-mail)". In the e-mail (b) (6), (b) (7)(C) wrote that he had addressed three issues with (b) (6), (b) (7)(C) that afternoon. These issues were using the G-Car for HTW, her request for outside employment, and the SEFO Field Office Visit to SEMP. (b) (6), (b) (7)(C) also wrote that (b) (6), (b) (7)(C) and the other ASAC were "preparing memos relevant of these discussions/issues."

258. (b) (6), (b) (7)(C) testified that with regard to the use of the G-Car and the outside employment, his concern was that (b) (6), (b) (7)(C) was not giving him "the straight story" and that she was "providing conflicting information." Regarding the Field Office Visit, (b) (6), (b) (7)(C) testified that he was concerned with (b) (6), (b) (7)(C) duty performance.

259. (b) (6), (b) (7)(C) testified that on October 23 (b) (6), (b) (7)(C) told him to contact the NCIS IG about his concerns with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also testified that he and (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C), about (b) (6), (b) (7)(C) on that date. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) both testified that (b) (6), (b) (7)(C) discussed (b) (6), (b) (7)(C) misuse of the G-Car with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) testified that (b) (6), (b) (7)(C) recommended that he issue her a Letter of Caution "reminding her that . . . she couldn't use the car" for HTW.

260. (b) (6), (b) (7)(C) testified that he was surprised with (b) (6), (b) (7)(C) apparent lack of interest regarding (b) (6), (b) (7)(C) potential misuse of the G-Car. He stated that he understood

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that misuse of a G-Car required a 30-day suspension. Title 31, United States Code, Section 1349, states that an employee who willfully misuses a Government owned or leased vehicle "shall be suspended without pay . . . for at least one month."

261. (b) (6), (b) (7)(C) testified that (b) (6), (b) (7)(C) called him and told him that (b) (6), (b) (7)(C) was using a G-Car for HTW without authority. He said the conversation was very short and lasted "two, three minutes, five max." (b) (6), (b) (7)(C) said he asked (b) (6), (b) (7)(C) what evidence he had to support the allegation, and that (b) (6), (b) (7)(C) did not have any evidence. He said that he told (b) (6), (b) (7)(C) that he needed to collect evidence of the misuse, such as observing (b) (6), (b) (7)(C) arrive to or depart from work in a G-Car, vehicle logs that established that (b) (6), (b) (7)(C) was using a G-Car, or gasoline receipts. He stated:

I said, "Well, really, (b) (6), (b) (7)(C), you don't have anything. You don't. You haven't documented any wrongdoing. You've got to document the wrongdoing and show me and then, okay, I can open an investigation. That's how it works."

262. (b) (6), (b) (7)(C) testified that he could recall having "at least one or two" or "two or three" phone calls with (b) (6), (b) (7)(C) but there could have been more.¹⁸ He also said that he may have ("maybe yes, maybe no") told (b) (6), (b) (7)(C), the then-NCIS IG about the phone calls. He said the reason he may not have shared the calls with (b) (6), (b) (7)(C) was because it was "not that important."

263. (b) (6), (b) (7)(C) also testified that (b) (6), (b) (7)(C) called him and said that a SEFO (b) (6), (b) (7)(C) Special Agent was refusing to meet with him to discuss the Agent's possible misuse of a G-Car. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) did not identify the agent but he assumed that the agent was (b) (6), (b) (7)(C).

264. (b) (6), (b) (7)(C) stated that he recommended that (b) (6), (b) (7)(C) warn the agent that refusing to speak with him was insubordination.

¹⁸ (b) (6), (b) (7)(C) testified that he never called (b) (6), (b) (7)(C) and discussed (b) (6), (b) (7)(C) use of the G-Car.

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He said that he told (b) (6), (b) (7)(C) that if the agent continued to refuse to meet with him he could issue a Letter of Caution.

(b) (6), (b) (7)(C) testified that the phone call lasted "one or two minutes."

Deputy Director Ridley's Stand Down Order

265. On Tuesday, October 23, (b) (6), (b) (7)(C) forwarded the (b) (6), (b) (7)(C) e-mail to Deputy Director Ridley. (b) (6), (b) (7)(C) wrote in the e-mail that he asked (b) (6), (b) (7)(C) and the SEFO ASACs to "document discussions with (b) (6), (b) (7)(C)

266. (b) (6), (b) (7)(C) testified that minutes after he forwarded the e-mail, Deputy Director Ridley called him and "ordered" him to "order" (b) (6), (b) (7)(C) to "stand down in documenting any further issues" related to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also testified that Deputy Director Ridley told him that he was sending a SAV team to SEFO and that the SAV team would look into the allegations of misconduct by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated:

And so when I realized that Mr. Ridley was going to send the SAV team down there, as he told me, to address those issues that (b) (6), (b) (7)(C) had identified with (b) (6), (b) (7)(C), I naturally believed him and said, "Okay. We'll bring in an outside team to take a look at this, an external view, and we'll get an informed look at these issues."

267. Twenty-three minutes after (b) (6), (b) (7)(C) forwarded the (b) (6), (b) (7)(C) e-mail to Deputy Director Ridley, (b) (6), (b) (7)(C) sent an e-mail to (b) (6), (b) (7)(C). The subject of (b) (6), (b) (7)(C) e-mail is "Stand down with documenting anymore of the issues with (b) (6), (b) (7)(C) (Stand down e-mail). Deputy Director Ridley is a "cc" on the e-mail. (b) (6), (b) (7)(C) wrote:

[Deputy Director Ridley] would like to send in an independent team from HQ to address the issues you have raised. I concur with this course of action as this could be a contentious matter as we discussed last night in detail. DD [Deputy Director] Ridley advised that he will be sending in a team as soon as possible to develop

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the facts of the matters you highlighted in your email to me last night. . . . DD, as discussed.

268. Deputy Director Ridley testified that the purpose of the SAV was not to investigate (b) (6), (b) (7)(C) concerns regarding

(b) (6), (b) (7)(C) Rather, he said that the purpose of the SAV was to investigate the management climate at SEFO. He stated that he was concerned whether SEFO management was treating (b) (6), (b) (7)(C) unfairly.

269. Deputy Director Ridley testified that he did not tell (b) (6), (b) (7)(C) that the SAV team would investigate allegations of misconduct by (b) (6), (b) (7)(C) He said that he told (b) (6), (b) (7)(C) that the purpose for the SAV was "to talk to the office and figure out what the climate was down in the office . . . to get a view of the office based on the activity in the office." Deputy Director Ridley added, "I might have been unclear with him as to why we were going down there, and it was purposeful."

270. Deputy Director Ridley testified that he did not correct (b) (6), (b) (7)(C) statement in the Stand down e-mail that the SAV team would investigate the issues that (b) (6), (b) (7)(C) raised regarding (b) (6), (b) (7)(C) Deputy Director Ridley stated:

I did not want to give him any idea that we had a complaint from an employee. I was afraid that that employee would be reprimed against.

271. On Friday, October 26, Deputy Director Ridley forwarded the Stand down e-mail to (b) (6), (b) (7)(C), in which (b) (6), (b) (7)(C) wrote that the SAV would "develop the facts of the matters" that (b) (6), (b) (7)(C) raised concerning (b) (6), (b) (7)(C) Deputy Director Ridley wrote:

Sending a team to look at management issues in SEFO, will send you a complaint sent via a supervisor from SEFO. Real challenges to complete, it is under control, but need an independent team. The complaint

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will be sent directly after this [e-mail] . . . team will arrive in SEFO on Monday.¹⁹

272. One minute later, Deputy Director Ridley forwarded (b) (6), (b) (7)(C) Need-your-help e-mail to (b) (6), (b) (7)(C). Deputy Director Ridley wrote, "Fyi, lot surrounding this issue, in conjunction with previous email..."

Staff Assistance Visit (SAV) to SEFO

273. (b) (6), (b) (7)(C) was the SAV team lead. (b) (6), (b) (7)(C) is the (b) (6), (b) (7)(C) for the Criminal Investigations Directorate. He is a GS-15. The SAV team had five other GS-15 and two GS-14 members.

274. We interviewed (b) (6), (b) (7)(C) three times, on October 30, November 22, 2013, and January 10, 2014. As discussed below, we determined that (b) (6), (b) (7)(C) was not forthcoming in his initial interview and failed to disclose relevant information.

275. The SAV team was at SEFO from November 5 to 9. The SAV team members visited SEFO and the three resident agency offices. The SAV team members interviewed 65 Special Agents and other SEFO personnel. SAV team members also reviewed case files at the resident agency offices.

276. (b) (6), (b) (7)(C) testified that prior to the SAV team going to SEFO, Deputy Director Ridley informed him that he had received a complaint from (b) (6), (b) (7)(C) regarding her treatment by SEFO management. (b) (6), (b) (7)(C) said that Deputy Director Ridley also told him that "there was indications that (b) (6), (b) (7)(C) had some concerns with" (b) (6), (b) (7)(C).

277. Regarding the propriety of initiating a SAV, (b) (6), (b) (7)(C) testified that he believed that Deputy Director Ridley was acting in accordance with his direction to ensure "strong accountability" and "run down any allegations of wrongdoing immediately." (b) (6), (b) (7)(C) stressed that he was concerned about "morale and good functioning of the office."

¹⁹ The SAV team was delayed because of Hurricane Sandy.

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278. (b) (6), (b) (7)(C) stated that Deputy Director Ridley told him that he decided to send a SAV team to SEFO because he was concerned that (b) (6), (b) (7)(C) might make an allegation of discrimination. (b) (6), (b) (7)(C) stated:

His experience with (b) (6), (b) (7)(C) in the past, led him to believe that she could easily perceive the situation as being one of harassment or equal employment opportunities situation. And he feared that if we didn't handle it carefully, and move ahead very judiciously that we may find that she would file an EO [Equal Opportunity] complaint that she was being discriminated against either because of her gender or because of her race.

279. (b) (6), (b) (7)(C) also testified that he assumed that the issues (b) (6), (b) (7)(C) raised about (b) (6), (b) (7)(C) would also be handled by the SAV team. He stated:

And I think [Deputy Director Ridley's] concern was this wasn't handled properly and if we allowed (b) (6), (b) (7)(C) to proceed with his own internal inquiry, it would just fuel the flames and potential lead to an EEO complaint filed by (b) (6), (b) (7)(C). So he preferred to take it out of (b) (6), (b) (7)(C) hands and assign the whole matter to a neutral party, thus being our staff assistant.

. . .

I can only assume that they were asked to get to the bottom of why there was a communication breakdown between this management team . . . and find out the true nature of the complaints that each other had against each other.

280. (b) (6), (b) (7)(C) also testified that he believed if the SAV team discovered evidence of misconduct by (b) (6), (b) (7)(C) appropriate disciplinary action should be taken. He stated he considered the allegations of misuse of a G-Car significant and that issues regarding outside employment could be significant too.

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281. (b) (6), (b) (7)(C) testified that Deputy Director Ridley told him he would lead the SAV of the SEFO. He testified that Deputy Director Ridley said that the basis for the SAV was an e-mail with complaints about SEFO management. (b) (6), (b) (7)(C) said that Deputy Director Ridley gave him a copy of (b) (6), (b) (7)(C) Need-your-help e-mail. He also testified that Deputy Director Ridley said that he had a follow-up telephone conversation with (b) (6), (b) (7)(C) after he received her e-mail.

282. (b) (6), (b) (7)(C) stated that Deputy Director Ridley also told him that he had received an e-mail from (b) (6), (b) (7)(C) recommending a NCIS IG investigation of allegations against (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) said that Deputy Director Ridley told him that he had prohibited (b) (6), (b) (7)(C) from conducting an IG investigation.²⁰ He said that Deputy Director Ridley told him, "If I allow them to conduct the IG investigation, it could be perceived that this is a retaliatory act." (b) (6), (b) (7)(C) further explained:

The Deputy, understanding that he's got the first complaint from (b) (6), (b) (7)(C) understands that this is a train wreck and that they will walk into something that could be considered retaliatory on the part of, of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). So he says, "I need you to go down and conduct a SAV to get to the bottom of the allegations made in the e-mail, not disclose the identity of the employee (b) (6), (b) (7)(C), and come back," and this is my, this is my intent.

283. (b) (6), (b) (7)(C) also testified that he expected that the allegations of misconduct by (b) (6), (b) (7)(C) would be investigated by the NCIS IG separately from the SAV. He stated:

I think there's probably an order of battle in his mind that protects the agency against allegations of retaliation against the employee which is addressed here

²⁰ Deputy Director Ridley's counsel noted in his letter in response to our PROI that (b) (6), (b) (7)(C) and SEFO personnel did not have authority to conduct an IG investigation. He is correct. They could have requested that the NCIS IG investigate. Alternatively, (b) (6), (b) (7)(C) could have initiated a Management Directed Inquiry conducted by members of his staff or the SEFO staff.

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issues first and then at some point you would expect to address the other issues subsequent to that.

284. (b) (6), (b) (7)(C) further testified that the NCIS IG was the appropriate office to investigate the type of allegations that (b) (6), (b) (7)(C) raised against (b) (6), (b) (7)(C). He stated:

I think the issues that (b) (6), (b) (7)(C) raised were specifically in the lane of the IG and not SAV. That's why the IG exists, one of many reasons is to conduct inquiries on matters of alleged misuse, in this particular case, of a G-car. I mean it's specifically within their lane.

285. (b) (6), (b) (7)(C) also testified that during his first conversation with Deputy Director Ridley about (b) (6), (b) (7)(C) e-mail, Deputy Director Ridley told him that he had "been a mentor, or maybe similar phraseology to that, in the past." He added that Deputy Director Ridley explained that the past mentor-type relationship was "kind of why I'm getting this female, because I've opened the door."

286. (b) (6), (b) (7)(C) stated that based on Deputy Director Ridley's comments to him and (b) (6), (b) (7)(C) Need-your-help e-mail, he prepared a template of questions for the SAV team members to use when they interviewed SEFO personnel. A GS-14 SAV team member, (b) (6), (b) (7)(C), assisted (b) (6), (b) (7)(C) with drafting the questions. (b) (6), (b) (7)(C) said that in order to assist with drafting questions, (b) (6), (b) (7)(C) showed her the e-mail that (b) (6), (b) (7)(C) sent to Deputy Director Ridley.²¹

287. The template that was produced listed eight items that were addressed in each of the interviews. They are:

- Assignment/Responsibilities;
- Expectations regarding your assignment;

²¹ During our initial interview with (b) (6), (b) (7)(C) he denied that he shared the Need-your-help e-mail to any of the SAV team members. We determined that (b) (6), (b) (7)(C) testimony on this issue was not accurate and that he had shared the e-mail with (b) (6), (b) (7)(C) and other SAV team members. He admitted sharing the e-mail with (b) (6), (b) (7)(C) during the November 22, 2013, interview.

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- Assignment satisfaction;
- Morale;
- Leadership (SSA/ASAC/SAC);
- Communication and access to leadership (recommendations for improvement);
- Anything else not covered. Additional recommendations for improvement in any area;
- Closing - future plans/goals.

288. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) from December 5, 2010, until his retirement on March 15, 2013. (b) (6), (b) (7)(C) testified that Deputy Director Ridley informed him that he was planning to send a SAV team to SEFO. (b) (6), (b) (7)(C) said that Deputy Director Ridley told him there was an issue with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) characterized the conversation as a "heads-up that there was a problem with the SAC there" and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) also said that Deputy Director Ridley mentioned that there was a concern with outside employment. He stated:

There was some outside employment. And he really didn't go into detail, as to what she was doing, and how long, or that type of thing.

289. (b) (6), (b) (7)(C) stated that before the SAV team arrived at SEFO, (b) (6), (b) (7)(C) forwarded him the (b) (6), (b) (7)(C) e-mail that (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C) on October 22 and that (b) (6), (b) (7)(C) forwarded to Deputy Director Ridley on October 23.²² Accordingly, (b) (6), (b) (7)(C) was aware of the three areas of concern (using the G-Car for HTW, the request for outside employment, and the Field Office Visit) that (b) (6), (b) (7)(C) had regarding (b) (6), (b) (7)(C).

290. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), was one of the GS-15 SAV team members. He testified that he believed that the SAV was being directed by

²² (b) (6), (b) (7)(C) forwarded the e-mail to (b) (6), (b) (7)(C) on October 26.

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Deputy Director Ridley. Other SAV team members testified that (b) (6), (b) (7)(C) was in daily and extended contact with Deputy Director Ridley while the SAV team was visiting SEFO.

(b) (6), (b) (7)(C) stated that he briefed Deputy Director Ridley two or three times while at SEFO.

(b) (6), (b) (7)(C) Discovers (b) (6), (b) (7)(C) Website

291. We interviewed (b) (6), (b) (7)(C) twice, on November 12 and 14, 2013. (b) (6), (b) (7)(C) testified that while she was at SEFO she had a conversation with (b) (6), (b) (7)(C) and he mentioned that he believed that (b) (6), (b) (7)(C) had not "followed normal protocol" when she sent her request for outside employment to Code 10A directly rather than making the request through her chain of command at SEFO. (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) told her that (b) (6), (b) (7)(C) was volunteering her time.

292. (b) (6), (b) (7)(C) testified that she did not understand why (b) (6), (b) (7)(C) would have requested permission for outside employment if she was volunteering. (b) (6), (b) (7)(C) stated:

If it was volunteer work why would she need to get this approval from Code 10? To me it made no sense. So that's why it just piqued my interest.

293. (b) (6), (b) (7)(C) testified that while still at SEFO or within days of returning to NCIS Headquarters from the SAV, she did a web search of (b) (6), (b) (7)(C) name and "it came up to this sports or talent marketing company [website]." The website was the (b) (6), (b) (7)(C) website. (b) (6), (b) (7)(C) stated that she also did a web search of the e-mail address listed on the (b) (6), (b) (7)(C) website, (b) (6), (b) (7)(C) @yahoo.com" and confirmed that it belonged to (b) (6), (b) (7)(C)

294. (b) (6), (b) (7)(C) stated that she was concerned because she believed that NCIS would not permit its agents to engage in the type of employment depicted in the (b) (6), (b) (7)(C) website. She said that within days of finding the (b) (6), (b) (7)(C) website she notified (b) (6), (b) (7)(C) said she told (b) (6), (b) (7)(C)

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Hey, you need to look this up. This is very interesting. It's inconsistent with what (b) (6), (b) (7) allegedly reported to her management chain.

295. (b) (6), (b) (7)(C) also testified that she "encouraged" (b) (6) to go to the website and said, "You should go on this website. You need to check it out."

296. During our initial interview with (b) (6), he did not disclose that (b) (6), (b) (7)(C) informed him about the (b) (6) website or otherwise disclose that he knew about the website or that (b) (6), (b) (7)(C) had outside employment. During the second interview of (b) (6), (b) (7)(C) which was subsequent to our interviews with (b) (6), (b) (7)(C) he testified that (b) (6) said to him, "You won't believe what I found." (b) (6), (b) (7)(C) added:

(b) (6), (b) (7)(C) then advised she had gone to a website that was the outside employment for (b) (6), (b) (7)(C) and that she was surprised that it wasn't the type of employment that she had described, she being (b) (6), (b) (7)(C), described in correspondence requesting permission to engage in outside employment.

297. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) found (b) (6), connection with (b) (6) "shocking" and that his reaction was "similar." He added:

the shock piece of that was the fact that you have an NCIS employee, an [GS-]1811, advising that this is a non-profit business, when, in fact, it's completely contrary to that. And from an integrity standpoint, I think that's where the word "shocking" is used to describe.

298. (b) (6), (b) (7)(C) also testified that he knew that (b) (6) had represented to Deputy Director Ridley in the Need-your-help e-mail she sent to him in October that she was engaged in volunteer work. He added that he interviewed (b) (6) as part of the SAV and that during her interview, (b) (6) stated that her work with (b) (6) "was a non-profit endeavor . . . handing out fliers." He also testified that she said the work was

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supporting underprivileged children. (b) (6), (b) (7)(C) testified that the discovery of the (b) (6) website raised an issue regarding (b) (6), (b) (7)(C) integrity. He testified that he never visited the website.

(b) (6), (b) (7)(C) Asserts He Informed Deputy Director Ridley About (b) (6), (b) (7)(C)

299. During the second interview, (b) (6), (b) (7)(C) testified that he told Deputy Director Ridley about the (b) (6) website at some time within two weeks from when (b) (6), (b) (7)(C) told him about it.²³ He stated that he could not be sure when he told Deputy Director Ridley about the website but was certain he did. He characterized the possibility that he did not brief Deputy Director Ridley about the website as, "Impossible." He stated:

It's something I did discuss with him and I've been racking my brain trying to figure out exactly when and where that occurred and whether it was just he and I or whether it was he and I in the midst of a meeting with other members of the team.

300. (b) (6), (b) (7)(C) also testified that when he spoke with Deputy Director Ridley, he probably said, "You're not going to believe this." He added that he anticipated that the information regarding (b) (6), (b) (7)(C) outside employment would be passed on to the NCIS IG and that the IG would investigate. He stated that he believed that an IG investigation of allegations of misconduct by (b) (6), (b) (7)(C) had been suspended pending the results of the SAV. He said:

My assumption is that the day we leave . . . the IG complaint that was suspended would have been resumed promptly. And as part of the resumption of the IG complaint, this [the (b) (6) website] would have been a

²³ (b) (6) did not tell us during the first interview that he told Deputy Director Ridley about the (b) (6) website. He did, however, testify that subsequent to the completion of the SAV, he did anticipate that the IG would investigate the allegations against (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) made in his (b) (6), (b) (7)(C) e-mail that he sent to (b) (6), (b) (7)(C) on October 22.

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benefit to the IG complaint. . . . The newfound information that this outside employment wasn't as described by (b) (6), (b) (7)(C).

301. (b) (6), (b) (7)(C) also testified that the discrepancy between what (b) (6), (b) (7)(C) described as her outside employment and what was seen on the (b) (6), (b) (7)(C) website was significant. He stated, "I would be concerned about the integrity of the employee, first and foremost."

302. Deputy Director Ridley testified that he first learned that (b) (6), (b) (7)(C) had a business from (b) (6), (b) (7)(C) who disclosed that during a settlement conference that we discuss below. The settlement conference occurred on April 16, 2013.

SAV Team Findings

303. On November 14, the SAV team briefed Deputy Director Ridley on the findings of the SAV. Deputy Director Ridley testified that (b) (6), (b) (7)(C) was present at the briefing. He also said that (b) (6), (b) (7)(C) concerns about (b) (6), (b) (7)(C) were discussed. Deputy Director Ridley stated:

I believe (b) (6), (b) (7)(C) was pretty - he was pretty vocal about the whole thing, about (b) (6), (b) (7)(C) and how we need to investigate that particular issue related to her. So the team brought that up and I know we had a conversation about should we move forward on doing anything related to that issue at this point in time.

304. Deputy Director Ridley testified that (b) (6), (b) (7)(C) the SAV team members, and he decided at the briefing not to investigate the allegations against (b) (6), (b) (7)(C). He stated: "And the point was we need to close out the issue related to the field office is what we decided."

305. (b) (6), (b) (7)(C) did not recall attending the briefing and that if he did, he may have been present for only a portion of the briefing. Three of the SAV team members testified that (b) (6), (b) (7)(C) was at the briefing for only a portion of the time. One of the SAV team members testified that

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(b) (6), (b) (7)(C) was present for the first 10 to 15 minutes of the briefing and then departed.

306. Though (b) (6), (b) (7)(C) testified that he did not recall attending the SAV team briefing, he did testify that he could not imagine (b) (6), (b) (7)(C) "not offering, volunteering, demanding to be heard of allegations or issues, points of information they felt were salient to the whole issue."

307. (b) (6), (b) (7)(C), a GS-15 SAV team member, was also present at the briefing. He stated that he did not recall mention of (b) (6), (b) (7)(C) regarding outside employment or use of a G-Car for HTW. Rather, he stated that the issue that was addressed at the briefing that involved (b) (6), (b) (7)(C) related to (b) (6), (b) (7)(C) management. He stated:

I cannot remember exactly if there was specific discussion of her [(b) (6), (b) (7)(C)] by name or anything in specific detail, just kind of general, hey, there was a couple of SSAs that had some issues with the way the leadership was managing the office down there.

308. (b) (6), (b) (7)(C) was also at the briefing. He testified that while at SEFO he learned that there were concerns about whether (b) (6), (b) (7)(C) misused a G-Car. He said that the misuse was not investigated by the SAV team. (b) (6), (b) (7)(C) also testified that he never heard, while at SEFO or after, that there were any concerns related to outside employment.

309. (b) (6), (b) (7)(C), a GS-15 SAV team member, testified that she recalled that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), a GS-15 SAV team member, did speak about (b) (6), (b) (7)(C) at the SAV team briefing. She testified they had interviewed her during the SAV, and therefore, spoke about her. (b) (6), (b) (7)(C) said she believed (b) (6), (b) (7)(C) outside employment was discussed. She stated:

I think that was mentioned as well, that she wanted to have authority to have a part-time job or to volunteer, and that was looked into and it actually

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wasn't the way it was portrayed, it was - I think there was allusion to a website but I'm not even sure.

310. (b) (6), (b) (7)(C) assisted (b) (6), (b) (7)(C) with the interviews of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). He denied knowing about the (b) (6), (b) (7)(C) website. He testified that he did not discuss (b) (6), (b) (7)(C) outside employment at the briefing. He said (b) (6), (b) (7)(C) did raise that both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) discussed (b) (6), (b) (7)(C) request for outside employment when they were interviewed. (b) (6), (b) (7)(C) notes of his and (b) (6), (b) (7)(C) interview of (b) (6), (b) (7)(C) reflect the following regarding the outside employment:

1 Oct. E-mail on outside employment. E-mail is corrected and returned to her. 17 Oct. Second e-mail re: Outside employment.

311. As addressed above, (b) (6), (b) (7)(C) testified that he could not recall whether he told Deputy Director Ridley about the website in a one-on-one setting or with the other SAV team members present. He did, however, confirm that (b) (6), (b) (7)(C) had expressed concern that the allegations of misconduct by (b) (6), (b) (7)(C) had not been investigated and that this concern was discussed during the briefing. He stated:

My recollection is that there was conversation about (b) (6), (b) (7)(C)], insistency by (b) (6), (b) (7)(C) that the issues that he originally raised, his IG concerns concerning (b) (6), (b) (7)(C) needed to be addressed.

312. (b) (6), (b) (7)(C) also stated that there was a discussion during the briefing that the SAV should be completed before other action was taken. Regarding Deputy Director Ridley's testimony about what he and the SAV team members decided about moving forward, he stated that the testimony was "an incomplete statement." (b) (6), (b) (7)(C) testified:

[The discussion was] we need to close out the SAV issue because the SAV is needing to brief him on the SAV results, not the IG concern, and that they would get to the IG concern as soon as the SAV issue was closed out.

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313. A Memorandum for the Record (MFR), dated November 15, prepared by an Executive Writer-Editor, provides a summary of the SAV team's briefing. The MFR, which is two full pages, makes no reference that (b) (6), (b) (7)(C) concerns about (b) (6), (b) (7)(C) were discussed.

314. (b) (6), (b) (7)(C) provided notes of a telephone conversation he had with Deputy Director Ridley on November 14. In his notes, (b) (6), (b) (7)(C) wrote that Deputy Director Ridley stated "morale [at SEFO] is as bad as I ever saw it." The notes also state that (b) (6), (b) (7)(C) said to Deputy Director Ridley:

[T]he disciplinary issues have still not been addressed . . . causing more problems . . . over 3 weeks now since Oct 22/23/24, 2012.

315. In his notes, (b) (6), (b) (7)(C) wrote that Deputy Director Ridley said, "(b) (6), (b) (7)(C) has been talking to his people about the SAV process. . . He needs TO STOP." The notes also state that (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) and "provided DD guidance to STAND DOWN from meeting/discussing SAV with SEFO staff."

316. (b) (6), (b) (7)(C) met with Deputy Director Ridley on November 15. (b) (6), (b) (7)(C) notes of that meeting state that Deputy Director Ridley discussed the findings of the SAV team, his concerns with (b) (6), (b) (7)(C) and that he had previously told (b) (6), (b) (7)(C) "no more EEO complaints . . . work through her mgt chain." The notes also establish that the allegations by (b) (6), (b) (7)(C) of misconduct by (b) (6), (b) (7)(C) were discussed during the meeting. (b) (6), (b) (7)(C) quoted Deputy Director Ridley stating, "I am not concerned with the disciplinary issues at this point - they can wait. . . . They will be there."²⁴

Deputy Director Ridley's Actions Based on SAV Team's Report

317. The SAV report is dated December 5. It states that 72 percent of the 65 SEFO personnel interviewed expressed concerns regarding morale at SEFO. The SAV report does not

²⁴ (b) (6), (b) (7)(C) was unaware of (b) (6), (b) (7)(C) and the website at this time.

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address the issues that (b) (6), (b) (7)(C) raised about (b) (6), (b) (7)(C) and makes no mention of the (b) (6), (b) (7)(C) website.

318. (b) (6), (b) (7)(C) testified he did not review the SAV report. When we informed him that the report did not address (b) (6), (b) (7)(C) concerns about (b) (6), (b) (7)(C) he responded that he found that "very surprising," and "disconcerting." (b) (6), (b) (7)(C) stated:

I would have expected a full and objective view of the situation. And, again, now I'll turn my focus on (b) (6), (b) (7)(C). I can't imagine he wouldn't include that. He is a thorough investigator. He is incredibly meticulous.

319. (b) (6), (b) (7)(C) denied that he was ever told that there was evidence that (b) (6), (b) (7)(C) was engaged in outside employment. He said that if he had been provided the information he would have investigated. He stated:

I'd want to get further details to nail it down. Is this a for profit type of endeavor on her part or not? And is there any conflict of interest between her duties as a federal agent? I mean that's the whole purpose of disclosing your outside employment.

320. (b) (6), (b) (7)(C) also testified that he would be concerned about (b) (6), (b) (7)(C) engaging in outside employment that she had characterized as volunteer work in her e-mail to Deputy Director Ridley. He stated: "if it's untruthful, absolutely. It's an integrity issue."

321. In a memorandum, dated Friday, December 7, the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for Human Resources notified (b) (6), (b) (7)(C) that he was relieved of his duties as the SAC at SEFO. (b) (6), (b) (7)(C) was directed to remove his personal belongings from his office by no later than Sunday, December 9. He was also informed that he was reassigned to a position at the Pentagon, effective January 7, 2013.

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322. The memorandum stated that the basis for the relief was that the SAV team interviews "revealed a demoralized staff" and determined that "the poor morale in SEFO is a direct result of the SAC's lack of leadership." The memorandum also stated that Deputy Director Ridley "has lost confidence that you can effectively lead the SEFO going forward."

323. Deputy Director Ridley signed a MFR, dated December 5, that sets out a timeline and background related to the SAV from receipt of (b) (6), (b) (7)(C) e-mail on October 19 to Deputy Director Ridley relieving (b) (6), (b) (7)(C) on December 7. The MFR states that on October 23, (b) (6), (b) (7)(C) sent Deputy Director Ridley an e-mail "detailing personnel issues being reviewed by SEFO senior management concerning (b) (6), (b) (7)(C). The MFR also states that Deputy Director Ridley directed (b) (6), (b) (7)(C) "to stand down on any management actions by SEFO leadership until an independent Staff Assistance Visit (SAV) team arrived to complete an objective review of the SEFO." The MFR makes no further reference to the allegations against (b) (6), (b) (7)(C).

**Deputy Director Ridley's Actions Regarding Investigating
Allegations of Misconduct by (b) (6), (b) (7)(C)**

324. Deputy Director Ridley testified he considered the three issues that (b) (6), (b) (7)(C) raised in the (b) (6), (b) (7)(C) e-mail as "pretty low-level issues that should be handled candidly by a leadership team."²⁵ He also testified that he believed that (b) (6), (b) (7)(C) had, in fact, investigated (b) (6), (b) (7)(C) allegations of misconduct. Deputy Director Ridley stated that he had a conversation with (b) (6), (b) (7)(C) during the period when the SAV was being conducted. Regarding this conversation he testified:

I think a lot of the allegations that you're talking about were forwarded to [(b) (6), (b) (7)(C)]. And he looked at those allegations himself and had multiple conversations with the field office about the merit of those allegations. And if I recall right, some of those allegations had previously been dealt with

²⁵ As discussed above, Title 31, United States Code, Section 1349 requires a suspension of at least one month for employees who willfully misuse a G-Car.

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according to what I recall from (b) (6), (b) (7)(C)] in my conversation with him. But he was still talking with the field office about whether or not there was a purpose for them to continue to move forward on that. So I'm pretty certain that that conversation was going between Burt and the office at the time.

325. (b) (6), (b) (7)(C) reviewed Deputy Director Ridley's testimony.²⁶ He responded:

So for me to discuss these conversations with the field, whoever is saying this is totally misinformed because I don't have the details.

. . .

I'm not saying that the person here is lying. They've been misinformed.

. . .

I've got to laugh.

326. (b) (6), (b) (7)(C) also testified that but for a telephone conversation that he had with (b) (6), (b) (7)(C) in late November 2012 that we discuss below, he was unaware that there were any concerns with (b) (6), (b) (7)(C) related to outside employment. Rather, his conversations with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were limited to misuse of a G-Car and failure to meet with (b) (6), (b) (7)(C) to discuss the G-Car.

327. Deputy Director Ridley also testified that he knew (b) (6), (b) (7)(C) was not investigating (b) (6), (b) (7)(C) concerns with (b) (6), (b) (7)(C). He stated that "no one was handling those issues at the time" because of his order for SEFO to stand down. He testified that he "knew that (b) (6), (b) (7)(C) still had those issues for action." He added:

I don't think he took any action because he didn't believe they were egregious, that they met a level

²⁶ (b) (6), (b) (7)(C) was not told who provided the testimony.

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that was important. I know he went back to the office and asked them to provide additional details on some things, but I don't know where it went after that particular part.

328. Deputy Director Ridley also stated:

I know the IG was in contact with the field office concerning the issue and I think the - I know the IG thought that there was not a lot of merit to the issues and the conversation that they had with the field office about (b) (6), (b) (7)(c) and those activities at that time.

329. (b) (6), (b) (7)(C) denied that he spoke with Deputy Director Ridley about (b) (6), (b) (7)(C). He stated: "I did not discuss, at this time, did not discuss (b) (6), (b) (7)(c)." (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) testified he first spoke with Deputy Director Ridley when NCIS IG investigation was initiated in May 2013.

(b) (6), (b) (7)(C) Complaints to NCIS EEO Office and DoD IG

330. On November 14, (b) (6), (b) (7)(C) contacted the NCIS EEO office and initiated an informal complaint of discrimination by Deputy Director Ridley and other NCIS officials based on his race and age. He asserted that the removal action as the SEFO SAC was based on improper discrimination.

331. (b) (6), (b) (7)(c) testified that he recalled that (b) (6), (b) (7)(c) called him two times in late November and told him that he was going to make a complaint with the DoD IG.²⁷ (b) (6), (b) (7)(c) testified:

(b) (6), (b) (7)(c) told me that he didn't appreciate how the SAV was done, and that he thought that they listened to (b) (6), (b) (7)(c) more than they listened to him.

332. (b) (6), (b) (7)(c) also stated that during the telephone calls (b) (6), (b) (7)(C) mentioned that he had concerns with (b) (6), (b) (7)(C) use of

²⁷ (b) (6), (b) (7)(c) claimed that the dates of the phone calls are November 26 and 28. (b) (6), (b) (7)(c) stated that those dates "sound right."

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a G-Car and with outside employment. He stated: "I don't remember anything about any details about her outside employment, other than there was an issue with her outside employment."

333. (b) (6), (b) (7) (c) added that between the time that Deputy Director Ridley informed him of the plan to send the SAV team and the phone calls from (b) (6), (b) (7) (c) he had no interactions with anyone concerning (b) (6), (b) (7) (c)

334. (b) (6), (b) (7) (C) testified that (b) (6), (b) (7) (C) called him in late-November and told him he had filed a complaint with the DoD IG.²⁸ He said that during this conversation (b) (6), (b) (7) (C) "wanted to make a complaint about (b) (6), (b) (7) (c) misuse of government car, (b) (6), (b) (7) (c) not getting authority or approval to outside employment." (b) (6), (b) (7) (C) added that the conversation lasted "two or three minutes" and that he did not pursue the allegation because (b) (6), (b) (7) (C) also said he contacted DoD IG. (b) (6), (b) (7) (C) testified that this call and the call on October 23 were the only conversations he had with (b) (6), (b) (7) (C) about (b) (6), (b) (7) (C)

335. On November 27, (b) (6), (b) (7) (C) made a complaint to the DoD IG. In his complaint (b) (6), (b) (7) (C) alleged the Deputy Director Ridley reprised against him for making disclosures about (b) (6), (b) (7) (C)²⁹ He also complained that the SAV team did not investigate his allegations against (b) (6), (b) (7) (C)

(b) (6), (b) (7) (C) Learns of (b) (6), (b) (7) (C) Website

336. On Saturday or Sunday, December 8 or 9, (b) (6), (b) (7) (C) discovered the (b) (6), (b) (7) (C) website. He made screenshots of pages of the website.³⁰

337. We reviewed the screenshots that (b) (6), (b) (7) (C) made of the (b) (6), (b) (7) (C) website.³¹ The "Home" page states that (b) (6), (b) (7) (C) was established in

²⁸ A contemporaneous e-mail establishes that the conversation was held on November 23.

²⁹ (b) (6), (b) (7) (C) sent a letter to his Congressman on November 26. It was similar to the DoD IG complaint.

³⁰ The earliest screenshot was made on December 9, at 0134.

³¹ The (b) (6), (b) (7) (C) website is no longer posted on the Web.

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2012 by "(b) (6), (b) (7) (c)" and that it works "with underprivileged artists to afford them the opportunity to reach their full potential."³² The "Careers" page lists (b) (6), (b) (7) (c) as the contact person for job applicants and provides her home address in Florida. The "Team" page lists (b) (6), (b) (7) (c) as the Creative Director. There are no other employees listed. The "News" page lists three events, a weekly Male Revue, "Meeting in the Ladies Room," and two concerts. The "History" page lists (b) (6), (b) (7) (c) as the founder and states that (b) (6) is:

One of the fastest-growing and progressive advertising agencies in history. In the past years, (b) (6) has grown from a single client to represent leaders in the automotive, consumer product and fashion industries.

338. On the "Home" page, under the heading "Our Shows," the page directs visitors to a YouTube video, "Club bout to close-Zip." The video opens with the credits, "(b) (6), (b) (7) (c) Presents, Z.I.P. Club Bout To Close." It is a 3 minute and 31 seconds music video shot in a commercial establishment, "Sinsations South," in Macon, GA.

339. The video features a singer and various women dancing in a provocative fashion in what appears to be a "strip club." The women are dressed in bras and panties and performing before men, some of whom toss \$1 bills at some of the woman. In our view, the video objectifies and demeans the women who are performing.

340. (b) (6), (b) (7) (C) also searched other websites and discovered a business license for (b) (6) issued by the City of Macon, GA.

(b) (6), (b) (7) (C) provided the information regarding the websites to

(b) (6), (b) (7) (C)

341. (b) (6), (b) (7) (C) testified that he learned about (b) (6) from (b) (6), (b) (7) (C). On Monday, December 10, he sent an e-mail to the DoD IG, in which he supplemented his earlier complaint. In the e-mail (b) (6), (b) (7) (C) provided the Web address for (b) (6).

³² (b) (6) is married to (b) (6), (b) (7) (C).

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342. (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) and provided a link to the Club Bout to Close video on December 14. (b) (6), (b) (7)(C) also testified that he did not share the (b) (6), (b) (7)(C) website with the NCIS IG, Deputy Director Ridley, or anyone else in his NCIS chain of command. He stated that the reason he did not share the information was because of Deputy Director Ridley's stand down order and he feared reprisal.

EEO Settlement Conference

343. On March 7, 2013, (b) (6), (b) (7)(C) made a formal complaint of discrimination with the NCIS EEO office. Thereafter, as part of the EEO process, (b) (6), (b) (7)(C) agreed to attempt to mediate his complaint.

344. On April 16, a Defense Civilian Personnel Advisory Service mediator conducted a mediation conference with (b) (6), (b) (7)(C) and his attorney, Deputy Director Ridley, and an NCIS attorney.

(b) (6), (b) (7)(C) testified that during the mediation he insisted that any settlement must include, among other things, an agreement by NCIS that the NCIS IG would investigate his allegations that (b) (6), (b) (7)(C) engaged in improper outside employment and misused a G-Car. During the mediation conference (b) (6), (b) (7)(C) disclosed the (b) (6), (b) (7)(C) website and the business license for (b) (6), (b) (7)(C).

345. Deputy Director Ridley testified that the first time he learned that (b) (6), (b) (7)(C) may have been untruthful regarding her outside employment was when (b) (6), (b) (7)(C) disclosed the information about (b) (6), (b) (7)(C) at the mediation conference. He characterized the disclosure as "new information." Deputy Director Ridley denied that he knew about the website or the video prior to the mediation conference.

346. On May 10, 2013, (b) (6), (b) (7)(C) entered into a Memorandum of Agreement (Settlement Agreement) with NCIS. Deputy Director Ridley signed the agreement for NCIS as the Agency Official. In the Settlement Agreement, (b) (6), (b) (7)(C) agreed to withdraw the EEO complaint and portions of his DoD IG complaints. As part of the Settlement Agreement, (b) (6), (b) (7)(C) also agreed that he would provide a statement to the NCIS IG

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regarding misconduct by (b) (6), (b) (7)(C) NCIS paid (b) (6), (b) (7)(C) a cash settlement and provided other relief.

NCIS IG's Investigation of (b) (6), (b) (7)(C) Alleged Misconduct

347. On May 30, 2013, (b) (6), (b) (7)(C) made a statement to (b) (6), (b) (7)(C), a NCIS IG investigator. Based on (b) (6), (b) (7)(C) statement, (b) (6), (b) (7)(C) investigated allegations that (b) (6), (b) (7)(C) misused a G-Car for HTW, engaged in unapproved outside employment, and made misstatements in her requests for outside employment.³³ During the course of the investigation, witnesses provided (b) (6), (b) (7)(C) evidence related to (b) (6), (b) (7)(C) duty performance.

348. On July 29, 2013, the NCIS IG submitted an interim report of investigation to the (b) (6), (b) (7)(C) for Human Capital Development, Code 10D, for review and administrative action. The report substantiated that (b) (6), (b) (7)(C) used a G-Car for HTW.³⁴ It also substantiated that she was engaged in unauthorized outside employment and documented instances of poor duty performance.

349. As part of the investigation, (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) Government-issued computer forensically examined. That examination established that she used her computer for (b) (6), (b) (7)(C) business during duty hours.

350. Regarding her findings related to the outside employment allegation, (b) (6), (b) (7)(C) stated:

[The evidence] basically described that she was actually not volunteering for underprivileged youth but that she had acquired a business license for a (b) (6), (b) (7)(C) wherein which she was promoting events for hip-hop artists and other music entertainers and exotic male revue dancers and other forms of activities, such as producing music videos at strip club establishments with women who were dressed provocatively and dancing on stripper poles during the

³³ NCIS IG also investigated an allegation by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) falsified her time and attendance on October 26 and 30, 2012.

³⁴ That report fails to opine on the propriety of the use.

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taping or filming of a music video that (b) (6), (b) (7)(c) had promoted.

351. (b) (6), (b) (7)(c) also provided her opinion of whether the activities she discovered were appropriate outside employment for an NCIS agent. She stated:

I think that the decision to promote a male revue and/or entertainment or promotion video that would include degrading of African-American women and things of that nature would not be - would certainly be in conflict with the duties of a Special Agent.

352. (b) (6), (b) (7)(c) also obtained from (b) (6), (b) (7)(c) a copy of her 2012 Federal income tax return. The tax return lists (b) (6), (b) (7)(c) as the proprietor of (b) (6), (b) (7)(c). It shows that in 2012, (b) (6), (b) (7)(c) had gross receipts of (b) (6), (b) (7)(c) and gross income of (b) (6), (b) (7)(c). The return also shows that (b) (6), (b) (7)(c) total expenses for 2012 were (b) (6), (b) (7)(c). Included in the expenses was (b) (6), (b) (7)(c) for the Club Bout to Close video and (b) (6), (b) (7)(c) for "Shows."

353. (b) (6), (b) (7)(c) also obtained a copy of an application, dated July 31, 2012, that (b) (6), (b) (7)(c) signed for a business license for (b) (6), (b) (7)(c) from Macon, GA. The application lists (b) (6), (b) (7)(c) as owner of (b) (6), (b) (7)(c).

354. (b) (6), (b) (7)(c) testified that she was unaware that (b) (6), (b) (7)(c) sent the Need-your-help e-mail to Deputy Director Ridley. She also was not otherwise informed that (b) (6), (b) (7)(c) had communicated to Deputy Director Ridley that she had requested permission for outside employment that she characterized as "working with underprivileged kids [for] no pay at all."

355. (b) (6), (b) (7)(c) did not interview Deputy Director Ridley. She testified that she was told by (b) (6), (b) (7)(c) and (b) (6), (b) (7)(c) to "leave him [Deputy Director Ridley] out of this and just to focus on the allegations" made by (b) (6), (b) (7)(c).

356. (b) (6), (b) (7)(c) also testified that if Deputy Director Ridley received information from a senior NCIS leader that indicated that a Special Agent was suspected of engaging in misconduct,

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she believed he would provide the information to the NCIS IG for investigation. She stated:

The normal course of action, if he's been briefed by his seniors or other managers on agent misconduct, then he would contact the IG's office and ensure that we investigate it.

APPLICABLE STANDARDS - ALLEGATIONS #7 and #8

357. The NCIS-1 (Administrative Manual), Chapter 5, Inspector General Matters, sets out the duties and responsibilities for the NCIS IG. It states that the NCIS IG is responsible for providing oversight to the efficiency, effectiveness, and integrity of NCIS operations and personnel. Paragraph 5-2, Complaint Reporting, states that the NCIS IG conducts "investigations of allegations of misconduct by NCIS personnel."

358. Paragraph 5-3.1, Internal Personnel Investigations (IPI) (Category 2B), Requirement, provides that IPIs are official inquiries into allegations misconduct by NCIS personnel. It further states that IPIs are "mandatory" for allegations that "involve breaches of NCIS policy or doctrine . . . or are of such nature to bring serious discredit on NCIS or the United States Navy."

359. Paragraph 5-3.2, Internal Personnel Investigations (IPI) (Category 2B), Policy, states that the NCIS IG is the "initiating authority" for all IPIs. The paragraph also imposes an affirmative duty on NCIS personnel with "substantive information alleging or otherwise indicating involvement by Special Agents . . . in misconduct" to notify the NCIS IG of the information. Further, the notification must be made to the NCIS IG "by the fastest means available."

360. DON CHRM, Subchapter 752, Disciplinary Actions, Appendix B: Schedule of Offenses and Recommended Remedies, "False testimony or refusal to testify in an inquiry, investigation or other official proceeding"

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ANALYSIS - ALLEGATION #7 (Impeding Investigation)

361. We concluded that Deputy Director Ridley affirmatively and improperly impeded an investigation of potential misconduct by (b) (6), (b) (7)(C) Deputy Director Ridley's conduct was in violation of NCIS-1, Chapter 5. We determined that Deputy Director Ridley had information of possible misconduct by (b) (6), (b) (7)(C) that he failed to provide to the NCIS IG or otherwise investigate.³⁵

362. On October 23, 2012, Deputy Director Ridley directed (b) (6), (b) (7)(C) to order (b) (6), (b) (7)(C) to stand down with collecting evidence of misconduct by (b) (6), (b) (7)(C) Deputy Director Ridley, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) all testified that Deputy Director Ridley issued the stand down order because he was concerned that (b) (6), (b) (7)(C) would perceive SEFO management's collection of evidence as retaliation for her communication to him.

363. (b) (6), (b) (7)(C) testified that he expected the SAV team was investigating both the morale concerns at SEFO raised by (b) (6), (b) (7)(C) and the allegations of misconduct by (b) (6), (b) (7)(C) raised by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) testified that he believed that Deputy Director Ridley "assign[ed] the whole matter to a neutral party, thus being our staff assistant."

364. (b) (6), (b) (7)(C) testified that immediately after he forwarded (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) e-mail, Deputy Director Ridley called him and told him that he was sending a SAV team to SEFO to investigate the allegations against (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) contemporaneous Stand down e-mail reflects his understanding of the phone conversation.

365. Deputy Director Ridley testified that he did not tell (b) (6), (b) (7)(C) that the SAV team was going to investigate the allegations against (b) (6), (b) (7)(C) but that when he spoke with (b) (6), (b) (7)(C) he was "unclear" about the purpose of the SAV and

³⁵ Although NCIS-1, Paragraph 5-3.2, imposes a duty on NCIS personnel to notify NCIS IG, we determined that had Deputy Director Ridley directed the SAV team to investigate the allegations, he would have satisfied the requirement of the Paragraph.

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that was "purposeful." He also testified that he did not correct (b) (6), (b) (7)(C) e-mail to (b) (6), (b) (7)(C) summarizing the phone call.

366. Based on (b) (6), (b) (7)(C) notes, we determined that he discussed with Deputy Director Ridley the need to address the allegations of misconduct on November 14 and 15. (b) (6), (b) (7)(C) notes state that Deputy Director Ridley responded that he was "not concerned with the disciplinary issues at this point - they can wait. . . . They will be there." We also noted that in his December 5 MFR, Deputy Director Ridley wrote that he directed the stand down until the SAV team completed its review of SEFO.

367. (b) (6), (b) (7)(C) testified that Deputy Director Ridley directed him to investigate areas related to morale at SEFO. He added that he was aware of (b) (6), (b) (7)(C) allegations against (b) (6), (b) (7)(C) and considered those allegations matters for the NCIS IG to address.

368. (b) (6), (b) (7)(C) testified that he anticipated that the NCIS IG would investigate the allegations against (b) (6), (b) (7)(C) upon the SAV team departing SEFO. He testified that Deputy Director Ridley told him that he suspended the NCIS IG investigation in order for the SAV team to investigate (b) (6), (b) (7)(C) allegations.

369. We found this evidence persuasive that responsible NCIS officials, including (b) (6), (b) (7)(C) considered the allegations against (b) (6), (b) (7)(C) serious and warranting investigation, which they assumed would occur after the SAV was completed. The evidence shows that even Deputy Director Ridley considered an investigation appropriate. (b) (6), (b) (7)(C) notes and Deputy Director Ridley's MFR both indicate he stated that the allegations would be investigated.

370. (b) (6), (b) (7)(C) testified that Deputy Director Ridley contacted him and told him that he was sending a SAV to SEFO. (b) (6), (b) (7)(C) characterized the call as a "heads-up." He said that Deputy Director Ridley told him that there were concerns with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). He testified that Deputy Director Ridley did mention that there was an issue with outside employment, but

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that Deputy Director Ridley did not go into detail or request an investigation.

371. (b) (6), (b) (7)(C) testified that he did not speak with Deputy Director Ridley about the allegations of misconduct until after the NCIS IG began investigating the allegations pursuant to the settlement agreement with (b) (6), (b) (7)(C). The agreement was not signed until May 2013.

372. We determined that Deputy Director Ridley's concern that (b) (6), (b) (7)(C) would perceive SEFO conducting an investigation as retaliation was not unreasonable. We also determined that the stand down order was appropriate so long as the allegations were investigated after the SAV was completed. We concluded, however, that at some point Deputy Director Ridley decided to not investigate. Deputy Director Ridley's failure for either the SAV team or the NCIS IG to investigate the allegations was improper and violated NCIS-1, Chapter 5.

373. We noted that Deputy Director Ridley did not assert that (b) (6), (b) (7)(C) allegations of misconduct by (b) (6), (b) (7)(C) were frivolous or otherwise unworthy of investigation. Rather, he stated they were "pretty low level issues," that should have been "handled candidly by a leadership team." However, based on his stand down order, SEFO leadership could not further investigate the issues. Accordingly, Deputy Director Ridley could not have expected that SEFO management would further investigate the allegations. Further, since Deputy Director Ridley limited the scope of the SAV to an examination of (b) (6), (b) (7)(C) leadership, he knew that the allegations against (b) (6), (b) (7)(C) would not be addressed.

374. Deputy Director Ridley asserted that at the SAV team's November 14 briefing, (b) (6), (b) (7)(C) concerns about (b) (6), (b) (7)(C) were discussed and there was "a conversation about should we move forward on doing anything related to that issue at this point in time." He added, "And the point was we need to close out the issue related to the field office is what we decided." Deputy Director Ridley also testified that (b) (6), (b) (7)(C) was present at the briefing.

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375. If the SAV team had raised (b) (6), (b) (7)(C) concerns that his allegations against (b) (6), (b) (7)(C) had not been investigated and had (b) (6), (b) (7)(C) been present during the conversation and failed to ensure that appropriate action was taken, that would be relevant evidence. However, we determined that Deputy Director Ridley's testimony on this point is not accurate.

376. (b) (6), (b) (7)(C) and other witnesses testified that he was at the briefing for only a short time. Further, (b) (6), (b) (7)(C) testified that he believed that the SAV team investigated both the allegations raised by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). If the issue of (b) (6), (b) (7)(C) concerns not being addressed had been discussed, (b) (6), (b) (7)(C) could not believe that they had been investigated, as he testified. We concluded, therefore, that for the short time (b) (6), (b) (7)(C) was present at the briefing the issue of (b) (6), (b) (7)(C) misconduct was not discussed.

377. The testimony by the SAV team members is inconsistent regarding whether (b) (6), (b) (7)(C) allegations were discussed at all at the briefing. Even if there was agreement to close out the SAV first, as Deputy Director Ridley testified, there was, nonetheless, a need to investigate the misconduct allegations. We noted that Deputy Director Ridley did not testify the SAV team members stated that (b) (6), (b) (7)(C) allegations lacked credibility and the consensus was that an investigation was unwarranted. Rather, he only testified about the timing of investigating the allegations.

378. Deputy Director Ridley testified that he spoke with (b) (6), (b) (7)(C) at about the time the SAV was being conducted. Deputy Director Ridley said that during this conversation (b) (6), (b) (7)(C) told him that he had "looked at those allegations himself" and had "multiple conversations" with SEFO about the merit to the allegations. He said that (b) (6), (b) (7)(C) also told him that he had continuing conversations with SEFO about the allegations.

379. (b) (6), (b) (7)(C) denied having such a conversation, and stated that whoever asserted those facts was "totally misinformed."

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Regarding speaking with Deputy Director Ridley about (b) (6), (b) (7)(C) prior to May or June, 2013, (b) (6), (b) (7)(C) testified, "I did not discuss, at this time, did not discuss (b) (6), (b) (7)(C)." (b) (6), (b) (7)(C)

380. Deputy Director Ridley acknowledged that because of his stand down order "no one" was investigating (b) (6), (b) (7)(C) allegations. He testified, however, that he knew that (b) (6), (b) (7)(C) had the allegations "for action."

381. Deputy Director Ridley also testified that (b) (6), (b) (7)(C) did not take further action because "he didn't believe they were egregious, that they met a level that was important." He also said, "I know the IG thought that there was not a lot of merit to the issues . . . at that time." He stated, "I know (b) (6), (b) (7)(C) went back to the office and asked them to provide additional details. . . ." and "I know the IG was in contact with the field office concerning the issue. . . ."

382. (b) (6), (b) (7)(C) testified that he had very short conversations with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) misuse of the G-Car. He testified that he had no information regarding her outside employment until (b) (6), (b) (7)(C) spoke with him in late November. He testified that (b) (6), (b) (7)(C) told him at that time that he filed a complaint with the DoD IG so he took no further action and did not inquire further. Accordingly, we found that Deputy Director Ridley's testimony, regarding his understanding of what the NCIS IG was doing, was not credible.

383. We also found that Deputy Director Ridley violated NCIS-1, Chapter 5, when he failed to provide relevant information to the NCIS IG after he learned about (b) (6), (b) (7)(C) business, (b) (6), (b) (7)(C). Specifically, he did not inform the NCIS IG about the Need-your-help e-mail, in which she made untruthful statements. Based on her position as an NCIS Special Agent, (b) (6), (b) (7)(C) is required to be truthful. Evidence of (b) (6), (b) (7)(C) lack of truthfulness is a serious matter for a Special Agent, and as such, Deputy Director Ridley should have reported the evidence to the NCIS IG.

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384. Regarding (b) (6) (b) (7)(C) testimony that he informed Deputy Director Ridley about the (b) (6) website sometime in November 2012, we concluded that we cannot rely on his testimony. We considered the fact that when he initially testified, he did not report this information. We found that the information was of such significance that he should have provided it to us. We are also concerned that he testified inaccurately during the initial interview about sharing (b) (6) Need-your-help e-mail with SAV team members.

Deputy Director Ridley's Response to Our Tentative Conclusion

385. In his declaration, Deputy Director Ridley denied that he impeded any investigation of potential misconduct by (b) (6) (b) (7)(C). He asserted that he did not, and could not influence the NCIS IG or the DoD IG. Deputy Director Ridley stated that the NCIS IG reports directly to the NCIS Director and "does not work for the Deputy Director." He stated:

At no time did I ever, nor could I have, influenced the decisions of the NCIS IG [or DoD IG] on how to respond to properly reported allegations of misconduct.

386. Deputy Director Ridley asserted that in November 2012, he learned that SEFO personnel had contacted the NCIS IG regarding concerns with (b) (6), (b) (7)(C). He wrote:

Most importantly, during the course of the SAV I became aware that the NCIS IG was in contact with the SEFO concerning (b) (6) (b) (7)(C) particularly with respect to various alleged improprieties.

387. Deputy Director Ridley also wrote that he recalled speaking with (b) (6), (b) (7)(C) and based on the conversation he understood that (b) (6) (b) (7)(C) "believed there was a lack of evidence to pursue any action at the time concerning (b) (6) (b) (7)(C). He stated that he also knew that (b) (6) (b) (7)(C) complained to the SAV team that they failed to investigate his allegations of (b) (6), (b) (7)(C) misconduct.

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388. Deputy Director Ridley referenced our PROI and highlighted that (b) (6), (b) (7)(C) "did not share" information about the (b) (6) website and other matters related to (b) (6) outside employment with NCIS, but provided the information to the DoD IG.

389. Regarding (b) (6) testimony that he told Deputy Director Ridley about the (b) (6), (b) (7)(C) website, Deputy Director Ridley wrote: "I simply do not recall such a conversation." Deputy Director Ridley noted our observation that (b) (6), (b) (7)(C) was not forthcoming in our initial interview, but did not deny that (b) (6), (b) (7)(C) had told him about the website.

390. Deputy Director Ridley's counsel wrote in his letter that our PROI "makes it perfectly clear that both the NCIS and DoD OIGs (Offices of Inspector General) were well aware of the allegations against (b) (6). Further, he wrote that those allegations related to matters that "would properly be investigated by an OIG," and any such investigation was "completely outside of his [Deputy Director Ridley's] control." He also wrote that "not one witness or document reveals that Deputy Ridley had any contact with either OIG in an effort to persuade, intimidate, influence or impede whether or not (b) (6), (b) (7)(C) would be investigated." Counsel also wrote:

Deputy Ridley did not control what actions, if any (or none), that NCIS IG planned to take with respect to allegations the evidence clearly demonstrates the office was well aware of and had discussed, nor does [NAVINSGEN] provide support to the contrary.

391. Regarding (b) (6) conversation with Deputy Director Ridley about the (b) (6) website, the counsel wrote:

[W]hat was Deputy Director Ridley to have done, knowing as the evidence in the [PROI] makes clear, that the NCIS IG - which was the proper authority to conduct an investigation - was already well aware of the allegations against

(b) (6), (b) (7)(C)

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392. Deputy Director Ridley's counsel stated that the PROI established that the NCIS IG "did not believe that there was sufficient evidence to proceed against (b) (6), (b) (7)(C) [REDACTED]. He stated that (b) (6), (b) (7)(C) [REDACTED] "was already directly in touch with NCIS IG" and that Deputy Director Ridley "was well aware the allegations had been provided to NCIS IG." He concluded, therefore, that "the only entity that 'impeded' NCIS IG from conducting an investigation was NCIS IG itself, not Deputy Ridley."

393. We agree with Deputy Director Ridley and his counsel that he did not make any improper contact with NCIS IG or DoD IG "in an effort to persuade, intimidate, influence or impede" an investigation of misconduct by (b) (6), (b) (7)(C) [REDACTED]. It is our contention that by ordering SEFO personnel to stand down from collecting evidence of (b) (6), (b) (7)(C) [REDACTED] misconduct, he prohibited others from collecting evidence and making it available to the NCIS IG. Further, when Deputy Director Ridley was told by (b) (6), (b) (7)(C) [REDACTED] about (b) (6), (b) (7)(C) [REDACTED] outside employment in November, he failed to ensure that the evidence of (b) (6), (b) (7)(C) [REDACTED] outside employment was properly conveyed to the NCIS IG.

394. We find that Deputy Director Ridley and his counsel mischaracterized the information that the NCIS IG and DoD IG had, when they had the information, and what (b) (6), (b) (7)(C) [REDACTED] told SA Ridley.

395. As we set out above, there is a conflict between (b) (6), (b) (7)(C) [REDACTED] and (b) (6), (b) (7)(C) [REDACTED] recollections and (b) (6), (b) (7)(C) [REDACTED] recollection regarding conversations about (b) (6), (b) (7)(C) [REDACTED]. Regardless of the conflicts, they all agreed that they did not share with (b) (6), (b) (7)(C) [REDACTED] the existence of the (b) (6), (b) (7)(C) [REDACTED] website when they discovered it in December, 2012. Additionally, (b) (6), (b) (7)(C) [REDACTED] specifically denied speaking to Deputy Director Ridley about allegations against (b) (6), (b) (7)(C) [REDACTED] until the NCIS IG initiated its investigation in May 2013.

396. Deputy Director Ridley stated that while the SAV was ongoing he learned that SEFO personnel were in contact with the NCIS IG "particularly with respect to various alleged improprieties" by (b) (6), (b) (7)(C) [REDACTED], (b) (6), (b) (7)(C) [REDACTED] and (b) (6), (b) (7)(C) [REDACTED] both

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denied speaking with Deputy Director Ridley about conversations with SEFO.

397. Deputy Director Ridley's counsel's assertions that the PROI "makes it perfectly clear" that both the NCIS IG and DoD IG were aware of the allegations against (b) (6), (b) (7)(C) are not accurate. (b) (6), (b) (7)(C) did not provide the (b) (6), (b) (7)(C) website to DoD IG until December 10, weeks after (b) (6), (b) (7)(C) told Deputy Director Ridley about the website. (b) (6), (b) (7)(C) did not share it with NCIS IG. Accordingly, Deputy Director Ridley had no basis to believe that the information regarding (b) (6), (b) (7)(C) improper outside employment was being addressed by the DoD IG or the NCIS IG.

398. Deputy Director Ridley's counsel also raised his concern that we failed to interview "key NCIS individuals who would likely possess substantive information." Counsel listed four former-NCIS Special Agents who are now retired; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). We interviewed each of them.

399. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) for NCIS. He told us that he did not have information that was relevant to our investigation. Similarly, (b) (6), (b) (7)(C), the former (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for Criminal Investigations stated that she did not have relevant information.

400. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) Intelligence and Information Sharing at the time of his retirement in November 2013. He led a SAV of SEFO in January 2013, after (b) (6), (b) (7)(C) was removed as the SAC and replaced by an Acting SAC. (b) (6), (b) (7)(C) testified that the purpose for the SAV was to assess resources, structure, and manning at SEFO, "strictly from an efficiency mission-focus perspective."

401. (b) (6), (b) (7)(C) said that while at SEFO he was told that (b) (6), (b) (7)(C) had requested permission to perform volunteer work assisting "a non-profit that was helping underprivileged children." He added that he was also told about the (b) (6), (b) (7)(C).

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website. He said that he subsequently reviewed the website and stated, "I do recall looking at the website and being appalled."

402. (b) (6), (b) (7) (c) testified that when he returned to NCIS Headquarters he spoke with Deputy Director Ridley in which he mentioned there were "issues" with (b) (6), (b) (7) (c) but did not provide details. He stated:

I never had any conversation with Mark Ridley that I can recall regarding any specifics of (b) (6), (b) (7) (c) issues. I do remember remarking to him, "You know, this is not all on one side down in Southeast Field Office. There are issues with (b) (6), (b) (7) (C)

403. (b) (6), (b) (7) (c) testified that Deputy Director Ridley responded to him and said:

"I'm sure," or some words like that. It wasn't like he was disbelieving, he was like nodding his head yes, understanding that there were - that the situation was complex.

404. (b) (6), (b) (7) (c) also testified that he had no evidence that Deputy Director Ridley took any action to impede an investigation of misconduct by (b) (6), (b) (7) (c). He stated:

He never told me to do something, not do something. I did not hear tell of him attempting to obstruct any investigation.

405. (b) (6), (b) (7) (c) said he also spoke with (b) (6), (b) (7) (c) when he returned from the SAV. He stated that he asked (b) (6), (b) (7) (c) whether he was aware of (b) (6), (b) (7) (c) outside employment and said that it needed to be addressed and Deputy Director Ridley needed to know about it. (b) (6), (b) (7) (c) testified that (b) (6), (b) (7) (c) said he knew about the outside employment and acknowledged that it would be addressed.³⁶

³⁶ (b) (6), (b) (7) (c) stated that he did not recall the conversation but did not assert that it had not happened.

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406. (b) (6), (b) (7) (c) was the (b) (6), (b) (7) (c) from June 2010 until his retirement in June 2013. As we addressed above, Deputy Director Ridley forwarded (b) (6), (b) (7) (c) Need-your-help e-mail to (b) (6), (b) (7) (c) shortly after he received it on October 19, 2012, and (b) (6), (b) (7) (c) agreed with Deputy Director Ridley that the SAV at SEFO was an appropriate course of action to pursue. (b) (6), (b) (7) (c) testified that he recalled (b) (6), (b) (7) (c) e-mail and discussing it with SA Ridley. He testified that based on this e-mail and "numerous" other complaints about (b) (6), (b) (7) (c) he was concerned about (b) (6), (b) (7) (c) leadership.

407. (b) (6), (b) (7) (c) stated that he did not know about the e-mail (b) (6), (b) (7) (C) e-mail) (b) (6), (b) (7) (C) sent to (b) (6), (b) (7) (C) and (b) (6), (b) (7) (C) forwarded to Deputy Director Ridley on October 23, in which (b) (6), (b) (7) (C) raised his concerns about (b) (6), (b) (7) (C). (b) (6), (b) (7) (C) said that he did at some time learn that (b) (6), (b) (7) (C) raised concerns about (b) (6), (b) (7) (C) using a G-Car and "something else." He thought that he may have learned about those concerns after the SAV team returned from SEFO in November.

408. (b) (6), (b) (7) (c) testified that he was present when the SAV team briefed its finding on November 14. He said that neither (b) (6), (b) (7) (C) employment nor the (b) (6), (b) (7) (C) web site was discussed. He also testified that he had no recollection of Deputy Director Ridley ever discussing with him (b) (6), (b) (7) (C) use of the G-car or having outside employment.

409. (b) (6), (b) (7) (c) said the issues related to (b) (6), (b) (7) (C) misconduct were less significant than the concerns about (b) (6), (b) (7) (C) leadership of "a hundred-person field office." He characterized the concerns related to (b) (6), (b) (7) (C) and (b) (6), (b) (7) (C) as "apples and oranges."

410. (b) (6), (b) (7) (c) testified that as the (b) (6), (b) (7) (c) he attended weekly meetings that the Director and Deputy Director had with the NCIS IG. He stated that if the NCIS IG was looking at allegations of misconduct by (b) (6), (b) (7) (C) prior to May 2013 they were "keeping it a secret" because it was not discussed during the weekly briefings. (b) (6), (b) (7) (C) said that after the NCIS IG began its investigation of the allegations of misconduct by

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(b) (6), (b) (7)(C) the status of the investigation was briefed by the NCIS IG at the weekly meetings. (b) (6) testified that he first heard that (b) (6) had outside employment before the NCIS IG began its investigation and thought it may have been in April 2013.

411. We noted that none of the four witnesses Deputy Director Ridley's counsel recommended we interview provided information that was relevant to whether Deputy Director Ridley impeded the investigation of (b) (6) misconduct. We noted that (b) (6), (b) (7)(c) did state that he did not have any direct evidence that Deputy Director Ridley did impede the investigation.

412. We carefully considered the matters Deputy Director Ridley provided in his declaration as well as those in his counsel's letter. We also considered the testimony of the four additional witnesses that we interviewed. Based on the complete record of relevant evidence and testimony, we stand by our conclusion.

CONCLUSION - ALLEGATION #7

413. The allegation is substantiated.

ANALYSIS - ALLEGATION #8 ((b) (6), (b) (7)(c))

414. (b) (6), (b) (7)(c) [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

CONCLUSION - ALLEGATION #8

415. The allegation is not substantiated.

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APPENDIX

1 Oct 12	(b) (6), (b) (7)(C) e-mail to Code 10D requesting permission for outside employment
3 Oct 12	(b) (6), (b) (7)(C) e-mail to Code 10D with cc's to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) requesting permission for outside employment
16 Oct 12	(b) (6), (b) (7)(C) informs (b) (6), (b) (7)(C) that she has used G-Car for HTW
18 Oct 12	(b) (6), (b) (7)(C) e-mail to (b) (6), (b) (7)(C) requesting permission for outside employment
18 Oct 12	SEFO Field Office Visit report
19 Oct 12	(b) (6), (b) (7)(C) e-mail ("Need-your-help") to Deputy Director Ridley
19 Oct 12	Deputy Director Ridley discusses SAV with Chief of Staff
22 Oct 12	(b) (6), (b) (7)(C) e-mail to (b) (6), (b) (7)(C) requesting permission for outside employment
22 Oct 12	(b) (6), (b) (7)(C) e-mail ("(b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) informing him of concerns with (b) (6), (b) (7)(C)
23 Oct 12	(b) (6), (b) (7)(C) forwards (b) (6), (b) (7)(C) e-mail to Deputy Director Ridley
23 Oct 12	Deputy Director Ridley orders SEFO stand down
5 - 9 Nov 12	SAV team visits SEFO
> 9 Nov 12	(b) (6), (b) (7)(C) discovers (b) (6), (b) (7)(C) website and informs (b) (6), (b) (7)(C)
14 Nov 12	SAV team briefs Deputy Director Ridley on findings
5 Dec 12	SAV report
7 Dec 12	(b) (6), (b) (7)(C) relieved of duties
8/9 Dec 12	(b) (6), (b) (7)(C) discovers (b) (6), (b) (7)(C) website and informs (b) (6), (b) (7)(C)
16 Apr 13	EEO settlement conference
10 May 13	Settlement Agreement
30 May 13	(b) (6), (b) (7)(C) makes statement to NCIS IG
29 Jul 13	NCIS IG submits interim report to Code 10D

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